



5 Year New or Reconditioned Transformer Warranty

Transformers purchased with this warranty are guaranteed by Maddox Industrial Transformer, LLC (the "Seller") to operate in accordance with its nameplate when operated under normal load, usage, conditions and with proper care, installation and supervision for a period of SIXTY MONTHS from the date of shipment. This warranty is made to (and only to) the original purchaser ("Purchaser") for the coverages described below.

Coverages:

1. Any mechanical or electrical parts proving defective under such normal operation and installation will be repaired or replaced at seller's option, by seller, at no cost to purchaser.
2. Seller shall repair in the field all items for which field repair is feasible at determination of seller.
3. Should the unit require repair at the seller's plant, the purchaser shall load the seller's truck, and the seller shall arrange and pay freight to and from the customer's site anywhere in the contiguous U.S.

Specific Limitations:

1. The seller shall have no liability for damage resulting from improper installation or operation of the equipment, voltage surges, negligence of others, accidents, natural forces, damage during transit, or vandalism.
2. If Maddox determines to conduct repairs in the field, it is the Purchaser's responsibility to coordinate/meet any special requirements necessary to enable field repairs. This includes, but is not limited to Lockout/tag-out requests, Activity Hazard Analysis requests, etc.
3. Reconditioned transformers may have minor cosmetic blemishes. Each unit goes through a rigorous quality check process, will function as intended, and meet specifications. Seller's warranty does not cover small aesthetic defects, such as light scrapes and slight panel denting or bowing.
4. The seller shall not be liable for special or consequential damages, for delay in performance of this warranty.
5. Repairs or replacements made by others without the seller's consent shall void this warranty.
6. The seller does not warrant that the equipment will meet or comply with the requirements of any safety code or regulation of any state, municipality, or other jurisdiction.
7. The equipment has been sold based upon the purchaser's determination that it is appropriate for the purchaser's intended application; the giving or failure to give any advice or recommendation by the seller shall not constitute any warranty or impose any liability upon the seller.
8. The warranties made herein shall be IN LIEU of any other warranty, expressed or implied, including but not limited to any IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Such implied WARRANTIES OR FITNESS FOR A PURPOSE ARE EXPRESSLY EXCLUDED.
9. The seller's salespersons may have made oral statements about the equipment which do not constitute warranties, and are not part of the agreement for sale. The entire agreement for sales is embodied in this document and any documents attached to it constitute a final expression of the party's agreement, and are a complete and exclusive statement of the terms and conditions of



the agreement. There are no antecedent or extrinsic representations, warranties or collateral provisions that are not intended to be discharged and nullified by this document.

- 10.** Seller's obligations under this warranty shall not, in any event, exceed the amount of the original purchase price of the equipment. In the event that the costs of the repair or replacement would exceed the original purchase price, the seller's obligations under this warranty shall be satisfied by a return of the purchase price.