

# Apparatus Sold By Members

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A Seller warrants that the apparatus sold by it shall be in whichever condition as defined below has been specified in the agreement between the Seller and the customer.

## New

The Seller warrants that the apparatus is new and subject to the manufacturer's warranty.

## New Apparatus Not Warranted By Manufacturer

The Seller warrants that the apparatus has never been in service. Such warranty will extend for a period of one year from date of shipment, during which time the apparatus will operate satisfactorily, with competent supervision, under rated load, original nameplate data, usage and conditions.

## Remanufactured

The Seller warrants that the apparatus has been completely rewound and rebuilt to EASA Recommended Practice and tolerances. Warranty will extend for a period of one year from date of shipment, during which time the apparatus will operate satisfactorily, with competent supervision, under rated load, original nameplate data, usage and conditions.

## Reconditioned

The Seller warrants that the apparatus is complete, has been dismantled, inspected, parts cleaned, lubricated, windings dried and treated, assembled, tested and painted. Warranty will extend for a period of ninety days from date of shipment, during which time the apparatus will operate satisfactorily, with competent supervision, under rated load, original nameplate data, usage and conditions.

## Used, Not Reconditioned Or Disassembled - Electrical

The Seller warrants that the apparatus operates and complies with the stamped nameplate ratings as specified in EASA Recommended Practice.

## Used, Not Reconditioned Or Disassembled - Mechanical

This apparatus shall contain all necessary parts to ensure its operation and has no visible broken parts.

## As Is

The Seller offers no warranty of condition, whatsoever, as agreed by the buyer and Seller.

## General Provisions

The foregoing warranties will not apply to defects, occurring within the warranty period, resulting from misuse by customer or by reason of improper installation, application, circuit protection, assembly or repair of the apparatus by others subsequent to the sale or service by the Seller.

If the apparatus does not operate in accordance with the foregoing warranties, the Seller will refund the price of the goods or service or will provide for the reworking or replacing of the apparatus or parts, at the member's option, to cause it to so operate for no additional charge to the customer, at the Seller's place of business, and during the Seller's regular working hours. Transportation of the apparatus, if required, will be paid for by the customer. The Seller's liability for any breach of the foregoing warranty shall be limited to such refund, reworking or replacement and, in the case of claims arising out of the Seller's inspection of apparatus, to the charge made for such inspection. Seller shall not be liable to customer, or to any other person, for any indirect, consequential, or other kinds of damages arising out of this transaction.

## Disclaimer

Any implied warranty of merchantability or warranty that the goods can be used for any particular purpose, or any other expressed or implied warranty, except as herein provided, is hereby disclaimed.

No representative of Seller has any authority to modify these warranties in any manner. Any action for breach of any of the foregoing warranties must be brought within two years after the cause of action has accrued.

# Apparatus Serviced By Members (except for transformers)

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Apparatus accepted by Service Center (EASA Member) from a Customer for repair or servicing will be warranted to operate satisfactorily for the time period as defined below. Apparatus accepted by Service Center from a Customer for specific repairs, or for the repair and replacement of specific parts only, are warranted only as to the extent that such specific repairs are performed or parts furnished by the Service Center. All Warranties **in addition to any other conditions or requirements contained herein**, including the general provisions, are provided with the condition that the Customer operates the equipment with competent supervision, does not exceed rated load or capacity of equipment, and has normal usage and operating conditions.

Types of Limited Warranties are as follows:

## A. Complete Apparatus

1. Mechanically Rebuilt, Electrically Tested
2. Electrically Rebuilt, Mechanically Inspected
3. Mechanically and Electrically Rebuilt
4. Reconditioned

B. Component of Apparatus

1. Mechanically and Electrically Rebuilt
2. Reconditioned

Definitions of Types:

A-1. Complete Apparatus - Mechanically Rebuilt, Electrically Tested

The Service Center Warrants that the apparatus has been dismantled, inspected, parts cleaned, lubricated, windings dried, varnished and baked as required, all mechanical tolerances (including sleeve bearings if a component of the equipment) brought to Manufacturer's tolerances or EASA Recommended Practice, including the replacing of all anti-friction bearings with new bearings (if such bearings are a component of the equipment), dynamically balanced, assembled, tested, and painted. Such Service Center Warranty shall extend for a period equal to the Manufacturer's Warranty, but not to exceed ninety (90) days from date of shipment. Such Service Center Warranty shall be limited to the liability provided in the general provisions which are a part of the Service Center Warranty. In the event that the Service Center and the Customer mutually agree that a bearing(s) should not be replaced or rebabbitted, the bearing(s) is (are) not warranted.

A-2. Complete Apparatus - Electrically Rebuilt, Mechanically Inspected

A-2A. Totally Electrically Rebuilt

The Service Center Warrants that the apparatus has been dismantled, inspected, parts cleaned, lubricated, all windings replaced with new winding(s) composed of new insulation and wire in accordance with EASA Recommended Practice, assembled, tested, and painted. Such Service Center Warranty shall extend for a period of ninety (90) days from the date of shipment on all items except the new electrical winding(s) which the Service Center Warranty shall extend for a period equal to the Manufacturer's Warranty, but not to exceed one (1) year from date of shipment. Such Service Center Warranty shall be limited to the liability provided in the general provisions which are a part of the Service Center Warranty.

A-2B. Partially Electrically Rebuilt

The Service Center Warrants the apparatus as stated in A-2A, except for apparatus where multiple windings are involved (e.g.: slip ring motors, direct current motors, synchronous motors); and the Service Center Warranty for multiple winding apparatus applies only to the new winding(s) installed by the Service Center.

A-3. Complete Apparatus - Mechanically And Electrically Rebuilt

A-3A. Totally Mechanically and Electrically Rebuilt

The Service Center Warrants that the apparatus has been dismantled, inspected, parts cleaned, lubricated, all mechanical tolerances (including sleeve bearings if a component of the equipment) brought to Manufacturer's tolerances or EASA Recommended Practice, all windings replaced with new windings composed of new insulation and wire in accordance with EASA Recommended Practice, including the replacing of all anti-friction bearings with new bearings (if such bearings are a component of the equipment), dynamically balanced, assembled, tested, and painted. Such Service Center Warranty shall extend for a period equal to the Manufacturer's Warranty, but not to exceed one (1) year from date of shipment. Such Service Center Warranty shall be limited to the liability provided in the general provisions which are a part of the Service Center Warranty. In the event that the Service Center and the Customer mutually agree that a bearing(s) should not be replaced or rebabbitted, the bearing(s) is not warranted.

A-3B. Partially Electrically Rebuilt and Totally Mechanically Rebuilt

The Service Center Warrants the apparatus as stated in A-3A, except for apparatus where multiple windings are involved (e.g.: slip ring motors, direct current motors, synchronous motors); and the Service Center Warranty for multiple winding apparatus applies only to the new winding(s) installed by the Service Center.

A-4. Complete Apparatus - Reconditioned

The Service Center Warrants that the apparatus has been dismantled, inspected, parts cleaned, lubricated, windings dried and varnish treated as required, dynamically balanced, assembled (replacing anti-friction bearings with new bearings, if applicable), tested, and painted. Such Service Center Warranty shall extend for a period equal to the Manufacturer's Warranty, but not to exceed ninety (90) days from date of shipment. Such Service Center Warranty shall be limited to the liability provided in the general provisions which are a part of the Service Center Warranty.

B-1. Components Of Apparatus - Mechanically And Electrically Rebuilt

The Service Center Warrants that the component of apparatus has been inspected, all mechanical tolerances brought to Manufacturer's tolerances or EASA Recommended Practice, windings replaced with new windings and insulation in accordance with EASA Recommended Practice, varnish treated as required, dynamically balanced (if applicable), and painted (if applicable). Such Service Center Warranty shall extend for a period equal to the Manufacturer's Warranty, but not to exceed ninety (90) days after date of

shipment. Such Service Center Warranty shall be limited to the liability provided in the general provisions which are a part of the Service Center Warranty.

#### B-2. Components Of Apparatus - Reconditioned

The Service Center warrants that the component of apparatus has been inspected, windings dried and varnish treated as required, dynamically balanced (if applicable), tested, and painted (if applicable). Such Service Center Warranty shall extend for a period equal to the Manufacturer's Warranty but not to exceed thirty (30) days from date of shipment. Such Service Center Warranty shall be limited to the liability provided in the general provisions which are a part of the Service Center Warranty.

#### General Provisions

The foregoing warranties will not apply to defects, occurring within the warranty period, resulting from misuse by customer or by reason of improper installation, application, circuit protection, assembly or repair of the apparatus by others subsequent to service by the Service Center.

If the apparatus does not operate in accordance with the foregoing Warranties, the Service Center will refund the price of the goods or service or will provide for the reworking or replacing of the apparatus or parts, at the Service Center's option, to cause it to so operate for no additional charge to the Customer, at the Service Center's place of business, and during the Service Center's regular working hours. Transportation of the apparatus, if required, will be paid for by the Customer. The Service Center's liability for any breach of the foregoing Warranty shall be limited to such refund, reworking or replacement and, in the case of claims arising out of the Service Center's inspection of apparatus, to the charge made for such inspection. Service Center shall not be liable to customer, or to any other person, for any indirect, consequential, or other kinds of damages arising out of this transaction.

#### Disclaimer

Any implied warranty of merchantability or warranty that the goods or services can be used for any particular purpose, or any other expressed or implied warranty, except as herein provided, is hereby disclaimed and excluded from this warranty.

No representative of Service Center has any authority to modify these warranties in any manner.

Any action for breach of any of the foregoing Warranties must be brought within two years after the cause of action has accrued.

## Transformers Serviced By Members

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Transformers accepted by the Service Center (EASA Member) from a Customer for repair or servicing will be warranted to operate satisfactorily for the time period as defined herein. Transformers accepted by the Service Center from a Customer for specific repairs, or for the repair and replacement of specific parts only, are warranted only as to the extent that such specific repairs are performed or parts furnished by the Service Center. All warranties are provided with the condition that Customer operates the transformer with competent supervision, does not exceed rated load or capacity of transformer, and has normal usage and operating conditions.

Any warranty repair done by contract and/or customer must first be authorized by the Service Center. The correction of such defects by repair or replacement shall constitute fulfillment of all the Service Center's obligations with respect to the product sold hereunder.

Types of Limited Warranties are as follows:

#### TI. Class A Category I Repairs

#### TII. Class B Category II Repairs

#### TIII. Class C Category III Repairs

#### T-I. Class A (Category I) Repairs

Category I Repairs are those that do not require removal of the core and coils from the case but require cleaning, servicing, testing and painting.

The Service Center warrants it has checked the transformer for mechanical and electrical damages and made necessary repairs, refinished the case if needed, checked the oil level and replaced the gaskets if applicable. The Service Center has performed all applicable tests according to ANSI, IEEE, or EASA Recommended Practice. All work is warranted for 90 days. Should the unit fail within the warranty period, the amount charged will be credited toward additional repairs performed on the same unit.

#### T-II. Class B (Category II) Repairs

Category II Repairs are those requiring removal of the core and coils, oven drying, completely repairing or replacing any parts, refinishing case, reassembly and testing.

The Service Center warrants it has dismantled the transformer, cleaned, tested and repaired or replaced all defective equipment, dried and revarnished the coils if applicable, refinished the case, refilled with non-PCB oil, furnished and installed new gaskets if applicable, performed all applicable tests according to ANSI, IEEE, or EASA Recommended Practice. All work is warranted for 90 days. Should the unit fail within the warranty period, the amount charged will be credited toward additional repairs performed on the same unit.

#### T-III. Class C (Category III) Repairs

Category III Repairs are those requiring removal of the core and coils, installing new windings and insulation, completely repairing or replacing any defective parts, refinishing case, reassembling and testing.

The Service Center warrants it has dismantled the transformer, cleaned, tested and repaired or replaced all defective equipment, installed new windings on the cores, refinished the case, refilled with non-PCB oil, furnished and installed gaskets if applicable, performed all applicable tests according to ANSI, IEEE, or EASA Recommended Practice. All work is warranted for one year.

#### General Provisions

The foregoing Warranties will not apply to defects, occurring within the warranty period, resulting from misuse by Customer or by reason of improper installation, application, circuit protection, assembly or repair of the transformer by others subsequent to service by the Service Center.

If the transformer does not operate in accordance with the foregoing Warranties, the Service Center will refund the price of the goods or service as stated in each category or will provide for the reworking or replacing of the apparatus or parts, at the Service Center's option, to cause it to so operate for no additional charge to the Customer, at the Service Center's place of business, and during the Service Center's regular working hours. Transportation of the transformer, if required, will be paid for by the Customer. The Service Center's liability for any breach of the foregoing Warranty shall be limited to such refund, reworking or replacement and, in the case of claims arising out of the Service Center's inspection of the transformer, to the charge made for such inspection. Service Center shall not be liable to Customer, or to any other person, for any indirect, consequential, or other kinds of damages arising out of this transaction.

#### Disclaimer

Any implied warranty of merchantability or warranty that the goods or services can be used for any particular purpose, or any other expressed or implied warranty, except as herein provided, is hereby disclaimed.

No representative of Service Center has any authority to modify these warranties in any manner.

Any action for breach of any of the foregoing Warranties must be brought within two years after the cause of action has accrued.

## Note

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If the warranties (or reference) are contained on a page which is other than the one on which the customer places his signature authorizing the sale or service, then the following language should be placed on the signature page:

**"This agreement is subject to the terms and conditions on \_\_\_\_\_ (fill in where located, e.g., 'Reverse Side' or 'Page \_\_\_ of EASA Warranties'), which include the limited warranty for \_\_\_\_\_ (fill in what warranty applies to; e.g., apparatus sold by member, apparatus serviced by member, or transformers serviced by member) and its general provisions and disclaimers."**