

## **Apparatus Sold by United Industrial Group, Inc.**

United Industrial Group, Inc. ("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 but subject to the manufacturer's warranty.

### **United Industrial Group Manufactured**

The seller warrants that the apparatus is made by United Industrial Group and is warranted for a period of 1 year from the date of shipment (F.O.B Seller's Facility) to defects in materials or workmanship.

### **United Industrial Group Manufactured Component**

The seller warrants that the component of the apparatus is made by United Industrial Group and is warranted for a period of 1 year from the date of shipment (F.O.B Seller's Facility) to defects in materials or workmanship.

### **New Apparatus Not Warranted by Manufacturer**

The Seller warrants that the apparatus has never been in service. This warranty will run for a period of one (1) year from date of shipment (F.O.B. Seller's Facility), 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. This Warranty will run for a period of one (1) year from date of shipment, (F.O.B. Seller's Facility) 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. This Warranty will run for a period of ninety (90) days from date of shipment (F.O.B. Seller's Facility), 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 Practices*.

### **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 Customer 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 Seller's option, to cause it to so operate for no additional charge to the Customer, at the Seller's Facility, 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.

**Disclaimer**

Except as provided herein, any other implied warranty of merchantability or warranty that the apparatus 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. CUSTOMER ALSO EXPRESSLY AGREES THAT NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS OR PROMISES OTHER THAN THOSE EXPRESSED HEREIN WHETHER ORAL, IMPLIED OR OTHERWISE SHALL BE CONSIDERED A PART OF THIS TRANSACTION. In no event shall Seller be liable for incidental, special, exemplary, consequential, or punitive damages, including, but not limited to: Loss of profits or revenue; interference with business operations; purchasers; diminution in value of the equipment.