

Warranty - Apparatus Serviced by United Industrial Group, Inc.

Apparatus accepted by United Industrial Group Inc. ("UIG") from a Customer for repair or servicing will be warranted to operate satisfactorily for the period as defined below. Apparatus accepted by UIG 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 UIG. All Warranties in addition to any other conditions or requirements contained herein, including the general provisions, are provided under 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

UIG 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 (as necessary), assembled, tested, and painted. This warranty shall extend for a period equal to the Manufacturer's Warranty, but not to exceed ninety (90) days from date of shipment. **This Warranty shall be limited to the liability provided in the General provisions which are a part of the UIG Warranty.** If UIG 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

UIG 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. This warranty shall extend for a period of ninety (90) days from the date of shipment on all items except the new electrical winding(s) for which the warranty shall extend for a period equal to the Manufacturer's Warranty, but not to exceed one (1) year from date of shipment (F.O.B. Seller's Facility).

A-2B. Partially Electrically Rebuilt UIG 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); or the UIG warranty for multiple winding apparatus applies only to the new winding(s) installed by UIG.

A-3. Complete Apparatus - Mechanically and Electrically Rebuilt

A-3A. Totally Mechanically and Electrically Rebuilt

UIG 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. This warranty shall extend for a period equal to the Manufacturer's Warranty, but not to exceed one (1) year from date of shipment (F.O.B. Seller's Facility). If UIG and the Customer mutually agree that a bearing(s) should not be replaced or rebabbitted, the bearing(s) is/are not warranted.

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

UIG 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); or the UIG warranty for multiple winding apparatus applies only to the new winding(s) installed by UIG.

A-4. Complete Apparatus - Reconditioned

UIG 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. This warranty shall extend for a period equal to the Manufacturer's Warranty, but not to exceed 1 year from date of shipment (F.O.B. Seller's Facility).

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

UIG warrants that the components of the 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). The UIG warranty shall extend for a period equal to the Manufacturer's Warranty, but not to exceed 1 year after date of shipment.

B-2. Components of Apparatus - Reconditioned

UIG 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). The UIG warranty shall extend for a period equal to the Manufacturer's Warranty but not to exceed thirty (30) days from date of shipment (F.O.B. Seller's Facility).

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 UIG. If the apparatus does not operate in accordance with the foregoing warranties, UIG will refund the price of the goods or service or will provide for the reworking or replacing of the apparatus or parts, at UIG's option, to cause it to so operate for no additional charge to the Customer, at the UIG place of business, and during the UIG's regular working hours. Transportation of the apparatus, if required, will be paid for by the Customer. UIG 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 UIG inspection of apparatus, to the charge made for such inspection. In no event shall UIG be liable for incidental, special, exemplary, consequential, or punitive damages, including, but not limited to: Loss of profits or revenue; interference with business operations; or purchasers; diminution in value of the apparatus.

Disclaimer

Except as provided herein, any other 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 UIG 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 UIG be liable for incidental, special, exemplary, consequential, or punitive damages, including, but not limited to: Loss of profits or revenue; interference with business operations; loss of tenants, lenders, investors, or purchasers; diminution in value of the equipment.