

DMH
Industrial Electric Inc.



DMH Industrial Electric, Inc., EASA Member

WARRANTY

Based EASA Industry Standards and Uniform Commercial Code

By Magda England, EASA Limited Warranty Revision
2-1-1999

APPARATUS SOLD BY DMH INDUSTRIAL ELECTRIC, INC.

DMH warrants that the apparatus sold by it shall be in whichever condition as defined below has been specified in the agreement between DMH INDUSTRIAL ELECTRIC, INC. and the customer.

New

DMH INDUSTRIAL ELECTRIC, INC. warrants that the apparatus is new and subject to the manufacturer's warranty.

New Apparatus Not Warranted By Manufacturer

DMH 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.

Completely Rewound and Rebuilt

DMH 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

DMH 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

DMH 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

DMH 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, testing, circuit protection, assembly/ dis-assembly or repair of the apparatus by others subsequent to the sale or service by DMH INDUSTRIAL ELECTRIC, INC. If the apparatus does not operate in accordance with the foregoing warranties, DMH will refund the price of the goods or service or will provide for the reworking or replacing of the apparatus or parts, at DMH's option, to cause it to so operate for no additional charge to the customer, at DMH's place of business, and during DMH's regular working hours. Transportation of the apparatus, if required, will be paid for by the customer. DMH'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 DMH's inspection of apparatus, to the charge made for such inspection. DMH 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. Initial failure analysis is to be conducted by DMH and warranty shall be void if the apparatus has been altered in any way including but limited to parts and materials used in repair, and disassembly prior to DMH's inspection.

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 or REPAIRED BY DMH INDUSTRIAL ELECTRIC, INC.

Apparatus accepted by DMH from a Customer for repair or servicing will be warranted to operate satisfactorily for the time period as defined below. Apparatus accepted by DMH 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 DMH. 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

DMH INDUSTRIAL ELECTRIC, INC., 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 (if applicable), assembled, tested, and painted. DMH's Warranty shall extend for a period equal to the Manufacturer's Warranty, but not to exceed ninety (90) days from date of shipment. **DMH's Warranty shall be limited to the liability provided in the general provisions which are a part of DMH's Warranty.** In the event that DMH 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

DMH INDUSTRIAL ELECTRIC, INC. 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 DMH 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 DMH's Warranty shall extend for a period equal to the Manufacturer's Warranty, but not to exceed one (1) year from date of shipment. Such DMH Warranty shall be limited to the liability provided in the general provisions which are a part of DMH's Warranty.

A-2B. Partially Electrically Rebuilt

DMH INDUSTRIAL ELECTRIC, INC. 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 DMH's Warranty for multiple winding apparatus applies only to the new winding(s) installed by DMH.

A-3. Complete Apparatus - Mechanically and Electrically Rebuilt

A-3A. Totally Mechanically and Electrically Rebuilt

DMH INDUSTRIAL ELECTRIC, INC. 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 (if applicable), assembled, tested, and painted. Such DMH Warranty shall extend for a period equal to the Manufacturer's Warranty, but not to exceed one (1) year from date of shipment. **Such DMH Warranty shall be limited to the liability provided in the general provisions which are a part of DMH's Warranty.** In the event that DMH 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

DMH 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 DMH's Warranty for multiple winding apparatus applies only to the new winding(s) installed by DMH.

A-4. Complete Apparatus - Reconditioned

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

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

DMH INDUSTRIAL ELECTRIC, INC. 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 DMH INDUSTRIAL ELECTRIC, INC. Warranty shall extend for a period equal to the Manufacturer's Warranty, but not to exceed ninety (90) days after date of shipment. Such DMH Warranty shall be limited to the liability provided in the general provisions which are a part of DMH's Warranty.

B-2. Components Of Apparatus - Reconditioned

DMH 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 DMH Warranty shall extend for a period equal to the Manufacturer's Warranty but not to exceed thirty (30) days from date of shipment. Such Warranty shall be limited to the liability provided in the general provisions which are a part of DMH's Warranty. General Provisions The foregoing warranties will not apply to defects, occurring within the warranty period, resulting from misuse by customer or by reason to include but not be limited to of improper installation, application, circuit protection, assembly or repair of the apparatus by others subsequent to service by DMH. If the apparatus does not operate in accordance with the foregoing Warranties, DMH will refund the price of the goods or service or will provide for the

reworking or replacing of the apparatus or parts, at DMH INDUSTRIAL ELECTRIC, INC.'s option, to cause it to so operate for no additional charge to the Customer, at DMH place of business, and during DMH's regular working hours. Transportation of the apparatus, if required, will be paid for by the Customer. DMH'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 DMH's inspection of apparatus, to the charge made for such inspection. DMH 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. Warranty shall be void if apparatus and/or the materials and parts are altered in anyway prior to DMH's inspection.

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 DMH INDUSTRIAL ELECTRIC, INC. 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.

ELECTRIC APPARATUS SERVICED BY DMH INDUSTRIAL ELECTRIC, INC.

Electric apparatus accepted by DMH from a Customer for repair or servicing will be warranted to operate satisfactorily for the time period as defined herein. Electric apparatus accepted by DMH INDUSTRIAL ELECTRIC, INC. 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 DMH. All warranties are provided with the condition that include but are not limited to that Customer operates the electric apparatus with competent supervision, does not exceed rated load or capacity of electric apparatus, and has normal usage and operating conditions. Any failure analysis or warranty repair done by contract and/or customer **must first be authorized** by DMH INDUSTRIAL ELECTRIC, INC. DMH Reserves the first right to accomplish failure analysis and Warranty shall be void if apparatus and/or the materials and parts are altered in anyway prior to DMH's inspection The pre-authorized correction of such defects by repair or replacement shall constitute fulfillment of all DMH's obligations with respect to the product, repair or service 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.

DMH INDUSTRIAL ELECTRIC, INC. warrants it has checked the electric apparatus for

mechanical and electrical damages and made necessary repairs, refinished the case if needed, checked the oil level and replaced the gaskets if applicable. DMH 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.

DMH INDUSTRIAL ELECTRIC, INC. warrants it has dismantled the electric apparatus, 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.

DMH INDUSTRIAL ELECTRIC, INC. warrants it has dismantled the electric apparatus, 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

General Provisions Implied or Explicit Warranties are voided for reasons that include but are not limited to: defects occurring within the warranty period resulting from misuse by Customer or their subcontractors.

The foregoing Warranties **will not apply to defects**, occurring within the warranty period, resulting from misuse by Customer and/or by reason to include but not be limited to improper installation, application, circuit protection, post repair dis-assembly, bad connections performed by customer, customer's failed and alarm panels and control devices, faulty or improperly maintained electrical protective devices onsite, faulty equipment connected to apparatus, improper testing by customer, unauthorized repair or alternations of the electric apparatus, to include parts and materials, **by others subsequent to sale, repair or service by DMH INDUSTRIAL ELECTRIC, INC.**

If the electric apparatus does not operate in accordance with the foregoing Warranties, DMH 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 DMH's option, to cause it to so operate for no additional charge to the Customer, at DMH's place of business, and during DMH's regular working hours. Transportation of the electric apparatus, if required, will be paid for by the Customer.

DMH reserves the right be the first to perform failure analysis or investigate warranty claims and at DMH's repair facility during DMH's regular business hours, and especially before the items are altered in any way from the time of failure. In a repaired or new apparatus, warranty is void if the condition of the apparatus has been altered to include but not be limited to disassembly, bearing changes without pre-authorization, or destruction of materials and/or parts or any alliterations to the subject apparatus unit, by customer, subcontractor or anyone post repair and/or subsequent to any damages or failures arising with the apparatus and/or resulting from apparatus. All work is warranted for one year. General Provisions Implied or Explicit Warranties are voided for reasons that include but are not limited to: defects occurring within the warranty period resulting from misuse by Customer, improper installation, application, circuit protection, and assembly or repair of the electric apparatus by others subsequent to service by DMH INDUSTRIAL ELECTRIC, INC.

DMH'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 DMH's inspection of the electric apparatus, to the charge made for such inspection. DMH 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 DMH INDUSTRIAL ELECTRIC, INC., 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.

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