# Limited Warranty For Remanufactured / Reconditioned Liquid-Filled Padmounts and Substations < 5000 kVA

1. **What does this Limited Warranty cover and for how long:**

   JCL Transformers LLC d/b/a JCL Energy, LLC ("JCL") warrants to customer ("Customer") that any Remanufactured/Reconditioned Liquid Filled Transformer Padmounts and Substations <5000 kVA (the "Equipment") supplied by JCL shall be free from defects and operate in accordance with its nameplate when operated under normal load, usage, conditions and with proper care, installation and supervision. This Limited Warranty shall be for a period of three (3) years from the date of shipment or thirty-two (32) months from the date of energization of the Equipment, whichever occurs first (the "Warranty Period"). If within the Warranty Period, the Equipment shall be determined to be defective through no fault of Customer or any third party, JCL will provide repairs or a replacement of the Equipment to Customer within a reasonable time frame following receipt of written notice of such defect provided, that such time shall not exceed JCL'S standard factory lead time as of the time of receipt of the written notice of defect. Any mechanical or electrical parts proving defective under such normal operation and installation will be repaired or replaced at JCL's option. JCL shall repair in the field all items for which field repair is feasible in JCL's sole discretion. Should the Equipment require repair at the JCL's facilities, JCL shall arrange and pay freight to and from the Customer's site anywhere in the continental U.S.

2. **What this Limited Warranty does not cover:**

   Anything in this Limited Warranty to the contrary notwithstanding, JCL shall have no liability for damage resulting from improper installation or operation of the Equipment, voltage surges, negligence of others, accidents, natural forces, and operations beyond rated capacities, or misuse. JCL warrants that the Equipment meets minimum NESA, ANSI C.57, DOE and IEEE standards, as applicable. Unless expressly stated in this Limited Warranty, JCL does not warrant that the equipment will meet or comply with other the industry standards or requirements of any safety code or regulation of any state, municipality, or other jurisdiction. JCL's obligations under this Limited Warranty shall not, in any event, exceed the amount of the purchase price of the Equipment as set forth on the applicable purchase order between JCL and Customer. In the event that the costs of the repair or replacement would exceed such purchase price, JCL's obligations under this Limited Warranty shall be satisfied by a return of the purchase price paid by Customer and received by JCL for the Equipment. The Equipment has been sold based upon Customer's independent determination that it is appropriate for Customer's intended application. The giving or failure to give any advice or recommendation by JCL shall not constitute any warranty or impose any liability upon JCL.

3. **Warranty Limitation and Other Terms:**

   THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL JCL BE LIABLE TO CUSTOMER, ANY USER OF THE EQUIPMENT OR ANY THIRD PARTY FOR LOST PROFITS, LOSS OF BUSINESS, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER ARISING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT, OR FROM THE NON-DELIVERY, DELAYED DELIVERY, DAMAGE OF THE EQUIPMENT OR OTHERWISE, EVEN IF JCL HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. ANY TECHNICAL INFORMATION, PRODUCT LITERATURE, JCL TECHNICAL ASSISTANCE OR OTHER INFORMATION IS GIVEN TO AND ACCEPTED BY CUSTOMER AT ITS OWN RISK.

   No salesperson, distributer or other individual is authorized to amend, modify, or extend this Limited Warranty in any way. Accordingly, additional statements from salespersons or other individuals, whether oral or written, do not constitute warranties by JCL and should not be relied upon. This Limited Warranty and the purchase of the Transformer are subject to JCL's Standard Terms and Conditions, which are incorporated herein.

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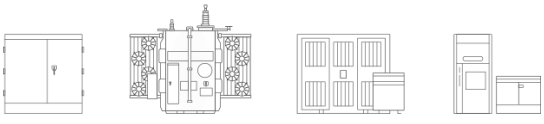
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