

HUPP ELECTRIC MOTORS, INC.

Standard Terms and Conditions to include in Sale/Repair/Service Warranties

1. **Disclaimer of Warranties.** Except as otherwise specifically provided herein, all labor and materials provided by Hupp are without any express or implied warranties of any kind not already included in Hupp's Warranty Statement, including without limitation the warranties of merchantability or fitness for a particular purpose or any warranty implied through a course of performance, course of dealing, or usage of trade.

2. **Limitation of Remedies.** Customer's sole and exclusive remedy for any non-conforming labor or materials shall be to secure repair or replacement of the materials or secure repair or re-performance of the services or to obtain a refund of the price paid for such materials or service, all at Hupp's option.

3. **Limitation of Damages.** Regardless of anything to the contrary contained in any other provision of any Customer's subsequent purchase orders, quotes, estimates or agreements, Customer and Hupp agree that the recovery by Customer of any liabilities, damages, costs or other expenses as a result of any breach or non-fulfillment by Hupp of any of its covenants, agreements or other obligations *shall not include, nor shall Customer be entitled to recover, any general, special, indirect, incidental, consequential, exemplary or punitive damages (including any damages on account of lost profits or opportunities or business interruption or diminution in value)* suffered or incurred by Customer regardless of the legal or equitable principle (contract, tort, negligence, strict liability or otherwise) upon which the claim is based.

4. **Acceptance.** Hupp's agreement to provide the labor and materials for Customer is expressly conditioned on the Customer's assent to the terms contained herein. Hupp's acceptance of a Customer's Purchase Order with language conflicting with the above does not in any way imply or constitute an agreement or assent to the conflicting provisions.

Hupp Electric Motors, Inc.

Apparatus Repair Limited Warranty

Terms and Conditions

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Apparatus accepted by Hupp Electric Motors, Inc. (herein called Hupp) from a customer for repair or servicing will be warranted to operate satisfactorily for the time period defined below. Apparatus accepted by Hupp from a customer for specific repairs, or for the repair and replacement of specific parts only, are warranted only to the specific repairs performed and/or parts furnished by Hupp. 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

- A. Complete Apparatus, Totally Mechanically and Electrically Rebuilt.**
- B. Partially Electrically Rebuilt, Totally Mechanically Rebuilt.**
- C. Complete Apparatus, Mechanically Rebuilt and Electrically Reconditioned.**
- D. Components of Apparatus, Mechanically and Electrically Rebuilt.**
- E. Components of Apparatus, Mechanically Rebuilt and Electrically Reconditioned.**

Definitions of Types

A. Complete Apparatus, Totally Mechanically and Electrically Rebuilt.

Hupp warrants that the apparatus has been dismantled, inspected, parts cleaned, lubricated, and all mechanical tolerances (including sleeve bearings if a component of the equipment) brought up to the standards of the customer, Hupp, IEEE, NEMA and/or EASA. Windings replaced with new windings composed of new insulation and wire in accordance with Hupp standards. Including the replacement of anti-friction bearings with new bearings of the same type (if such bearings are a part of the equipment), dynamically balanced, assembled, tested and painted. The warranty period shall extend for a period of 2 years from the date placed in service but not to exceed 2-1/2 years from the date of shipment. In the event that Hupp and the customer mutually agree that bearing(s) should not be replaced or re-babbitted, or if the bearings are supplied by the customer, the bearing(s) will not be warranted by Hupp.

The windings of motors that are rewound by Hupp using the **HUPP INVERTER GRADE VPI+ INSULATION SYSTEM®** for random coil windings, or the **HUPP VPI+ INSULATION SYSTEM®** for formed coil windings, are warranted for a period 3 years from the date the motor is put into service, but not to exceed 3-1/2 years from the date of shipment. Hupp's Warranty shall be limited to the liability provided in the "General Provisions" section, which is part of Hupp's warranty.

B. Partially Electrically Rebuilt and Totally Mechanically Rebuilt.

Hupp warrants the apparatus as stated in Warranty type A. except where multiple windings are involved (i.e.: slip ring motors rotors, direct current motors, synchronous motors); Hupp Warranty for multiple winding apparatuses applies only to the new winding(s) installed by Hupp. Note: In cases where a winding is partially replaced (i.e.: 2 out of 6 field poles are rewound) the winding will be considered reconditioned. Windings not installed by Hupp will be reconditioned (cleaned, dried and varnish treated as specified). Hupp will warrant the reconditioned winding for a period of 90 days Hupp's warranty shall be limited to the liability provided in the "General Provisions" section, which is part of Hupp's warranty.

C. Complete Apparatus, Mechanically Rebuilt and Electrically Reconditioned and Tested.

Hupp warrants that the apparatus has been dismantled, inspected, parts cleaned, lubricated, windings dried and varnish treated as specified. All mechanical tolerances, (including sleeve bearings if a component of the equipment) brought up to the standards of the customer, Hupp, IEEE, NEMA and/or EASA. Including the replacement of anti-friction bearings with new bearings (if such bearings are a part of the equipment), dynamically balanced, assembled, tested and painted. The mechanical warranty period shall extend for a period of 2 years from the date the motor is placed in service but not to exceed 2-1/2 years from the date of shipment. Hupp will warrant the reconditioned

winding for a period 90 days Hupp's warranty shall be limited to the liability provided in the "General Provisions" section, which is part of Hupp's warranty.

D. Components of Apparatus, Mechanically and Electrically Rebuilt.

Hupp warrants that the components of the apparatus have been inspected, all mechanical tolerances brought to the standards of the customer, Hupp, IEEE, and/or EASA, varnish treated as required, dynamically balanced (if applicable), and painted (if applicable). The warranty shall be the same as stated in Warranty type A. Hupp's Warranty shall be limited to the liability provided in the "General Provisions" section which is part of Hupp's Warranty.

E. Components of Apparatus, Electrically Reconditioned and Mechanically Rebuilt.

Hupp warrants that the components of the apparatus have been inspected, windings cleaned, dried, and varnish treated as required, dynamically balanced, tested and painted. The mechanical warranty period shall extend for a period of 2 years from the date the motor is placed in service but not to exceed 2-1/2 years from the date of shipment. Hupp will warrant the reconditioned winding for a period of 90 days Hupp's Warranty shall be limited to the liability provided in the "General Provisions" section, which is part of Hupp's warranty.

General Provisions

Customer's apparatus accepted by Hupp for specific repairs or for repair and replacement of specific parts only, are warranted only to the specific repairs performed and/or parts furnished by Hupp. Parts or products furnished by the customer, any resulting damage or loss caused by products and/or parts furnished by the customer, are the responsibility of the customer. Any customer parts or components deemed reusable are not covered by Hupp's warranty unless specifically identified and accepted to be warranted by Hupp. The warranty, in addition to any other conditions or requirements contained herein, is provided with the condition that the customer operates the equipment with competent supervision, does not exceed rated load or capacity of the equipment, and has normal usage and operating conditions.

The foregoing warranty will not apply to failures occurring within the warranty period resulting from misuse by the customer, failure to perform periodic and systematic routine maintenance (lubrication, cleaning, vibration checks, etc.) in accordance with the manufacturer's instruction, or by any reason of improper installation, application, circuit protection, assembly or repair of apparatus by others subsequent to service by Hupp. Failures that occur within the warranty period due to causes listed in the preface that proceeds the Warranty Statement that are not defective material or workmanship related will not be considered a warranty obligation.

If the apparatus does not operate in accordance with the foregoing warranty, Hupp will refund the price of the goods and/or service and/or rework or replace the apparatus and/or parts at Hupp's option. The apparatus will be restored to operating condition for no additional charge to the customer at Hupp's place of business and during normal working hours. Hupp's liability for any breach of the foregoing warranty shall be limited to such refunds, rework, or replacement. **In no event shall Hupp be liable to the customer or any other person for commercial loss, claims of labor costs for downtime, removal and installation charges or consequential damages of any type.**

If Hupp furnishes advice or other assistance to the customer on equipment, services and/or procedures, which is not required pursuant to the service rendered and/or parts supplied, the furnishing of such advice or assistance will not subject Hupp to any liability whatsoever in contract, warranty, tort (including negligence) or otherwise.

DISCLAIMER:

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

HUPP INVERTER GRADE VPI+ INSULATION SYSTEM®

and

HUPP VPI+ INSULATION SYSTEM®

THREE YEAR WARRANTY

The windings of an electric motor that has been rewound by Hupp using the **HUPP INVERTER GRADE VPI+ INSULATION SYSTEM®** for random wound coils or the **HUPP VPI+ INSULATION SYSTEM®** for formed coil windings, are warranted for a period of 3 years from the date the motor is placed in service, but not to exceed 3-1/2 years from the date of shipment. This warranty applies to new windings *only*. All other parts and workmanship are covered by our Apparatus Repair Limited Warranty. Used (reconditioned) windings that are vacuum pressure impregnated by Hupp are not included in the three-year warranty.

