

## LIMITED WARRANTY

Spire Power Solutions L.P. and/or its dry type transformers operating subsidiaries including but not limited to Seller Electric LLC, Spire VF LLC (d/b/a V&F Transformer), Pioneer Electrogrouop Canada ULC (d/b/a as BEMAG Transformer) collectively hereinafter referred to as "Seller" warrants to the original Purchaser that any products provided by Seller hereunder shall be free from defects in material and/or workmanship under normal use and operation; products match functional specifications; and the product meets industry standards during the warranty period, provided conditions of operation have been normal at all times, and the product has not been subjected to abnormal stresses, including, but not limited to, such causes as incorrect primary voltage, improper frequency or improper ventilation. The warranty will not be extended to any product which has been subject to misuse, negligence, accident, damage by circumstances beyond Seller's control, improper installation or operation, nor does it extend to any product which has been repaired or altered by any party other than Seller or those authorized by Seller.

The warranty provided herein is non-transferable. It is available only for the Purchaser.

Seller's liability and the Purchaser's exclusive remedy for claims for defective products, if promptly made in writing to Seller within the warranty period, provided such products are returned as specified by Seller, and such claims which are found, in the reasonable judgment of Seller, to be defective, shall be limited to repair, replacement or refund of original purchase price, at the option of Seller. No products shall be returned to Seller without prior written consent. Contact Seller for details of the return goods authorization procedure.

The foregoing is the sole and exclusive warranty of Seller. All other warranties, whether written or oral, statutory, expressed or implied, including, without limitation, any implied warranty of merchantability or fitness for any particular purpose, are hereby disclaimed by Seller and excluded from these terms of sale without prior written consent.

This warranty excludes all costs related to removal, installation and proper selection of products. In no event shall Seller or its suppliers be liable for any special, indirect, incidental or consequential damages including, but not limited to, loss of profit or revenues, loss of use of the products provided or any associated products or equipment, damages to associated products or equipment, cost of capital, cost of substitute products or equipment, facility downtime costs, labor or associated expenses, or claims of customers, end users or contractors for such costs.

### Warranty Period

Standard catalog transformers: **Ten Years – limited, from date of manufacture**

Custom quoted Products: **One year from date of manufacture**

Landscape lighting transformers: **Limited Lifetime warranty for repair or replacement of units in stainless steel enclosures. Ten Years- limited, from date of manufacture on units in painted enclosures.**

Products manufactured by third party, including timers, photocells, specialty transformers, and accessories; see original manufacturers warranty.