

GENERAL

The standard conditions of sale contained herein and the special conditions of sale set forth in the applicable product line price sheets, and any supplements or modifications thereto confirmed by sellers acknowledgment, together with any written specifications or written certifications signed by one of sellers authorized executives shall constitute the complete and exclusive statement of sellers conditions of sale. In no event shall transactions be subject to any affirmation of fact or promise which relates to the application, performance, or description of the goods unless such affirmation or promise is in writing and signed by one of the seller's authorized executives or is confirmed by sellers acknowledgment. Any terms whether in a purchase order or other purchaser's document, irrespective of their materiality, which are either different from or additional to seller's conditions of sale as set forth above are objected to and are excluded unless expressly agreed to in seller's acknowledgment. Acceptance of the goods shipped shall constitute assent to seller's conditions of sale. In special transactions involving a formal invitation to bid and a formal award by purchase contract, seller's conditions of sale apply only to the extent not inconsistent with the purchase contract.

WARRANTY

1) General: Seller warrants that the equipment delivered will pass without objection in the trade under the contract description; will be fit for the ordinary purposes for which such goods are used; and, will be free of defects of workmanship or material under proper and normal use for a period of two years from the date of shipment. Should any failure to conform to this warranty (or

to any additional warranty contained in the special conditions of sale set forth in the applicable product line price sheet) appear within two years after the date of shipment the seller agrees, upon prompt notification thereof and confirmation that the equipment has been stored, installed, operated and maintained in accordance with recommendation of the seller and standard industry practice to correct the nonconformity either by repairing any damaged or defective parts of the equipment or (at seller's option) by shipment of necessary replacement parts. The foregoing shall constitute purchaser's exclusive remedy and a fulfillment of all seller's liability with respect to equipment.

2) OSHA: The seller warrants that upon delivery the equipment will conform to the applicable occupational safety and health standards promulgated pursuant to the Federal Occupational Safety and Health Act of 1970 and which are in effect on the date that seller enters its acknowledgment of purchaser's order. The purchaser's exclusive remedy and seller's liability for breach of this warranty is limited to replacement of the nonconforming equipment.

3) Limitation: The foregoing general warranty, including any additional warranty contained in the special conditions of sale, and OSHA warranty are exclusive; and, the remedies provided herein above for breach of these warranties are exclusive. The seller's warranties do not apply to major components not of Trayer manufacture, such as: surge arrestors, current limiting fuses, instrument transformers, relays and meters, and terminators. However, seller will assign to purchaser all manufacturers' warranties that apply to such major components. Seller is not liable for any

damages involving a bushing interface with bushing well inserts or cable connectors. Seller is not liable for any consequential damages. All other warranties whether expressed or implied or arising by operation of law, course of dealing, usage of trade or otherwise are excluded. The only warranties of merchantability and fitness for purpose are those expressed above, and THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. The seller shall not be liable for any penalty or for any special or consequential damages, such as loss of profits or revenue, loss of other equipment, downtime costs, costs associated with the removal of the equipment from service or reinstallation or disassembly or reassembly, or claims of third parties against the purchase.

TERMS OF DELIVERY

1) Prices are FOB Common carrier shipment point.

2) Export packing: Where "export packing" is required an extra charge will be made not to exceed 5% of the price.

3) Risk of Loss Under FOB: Except for shipments via the seller's vehicles, risk of loss of the products or any part thereof shall pass to the purchaser upon delivery to the common carrier at the point of shipment, but seller will assist purchaser in submitting claims for loss or damage.

TERMS OF PAYMENT

Net 30 days. The goods shall remain personal property and seller retains a security interest therein until fully paid.

If, in the judgment of seller, the credit status of purchaser, at any time, does not