Ritz Instrument Transformers, Inc.
Standard 36 Month Warranty Statement
Rev. 0

RITZ INSTRUMENT TRANSFORMERS, INC. warrants that the Product manufactured by it will be of the kind and quality described in its specification and will be free of defects in workmanship and material.

In the event that the Product fails to comply with this warranty and RITZ INSTRUMENT TRANSFORMERS, INC. is notified by Customer promptly, in writing, within thirty-six (36) months from the date shipment, RITZ INSTRUMENT TRANSFORMERS, INC. will correct such nonconformity by repair or, at its option, by making available Ex Works, repaired or replacement parts. The foregoing warranty obligation of RITZ INSTRUMENT TRANSFORMERS, INC. shall be void in respect to any nonconforming Product resulting from the Product not having been handled, monitored, stored, installed, operated and/or maintained in accordance with AREVA T&D INC.’s specifications, instructions, recommendations and industry standard practices.

The RITZ INSTRUMENT TRANSFORMERS, INC. warranty obligation shall also be void as it relates to any nonconformity resulting from a defect due to the Customer’s design specifications, the operation of the Product under abnormal conditions or contrary to specifications or instructions of RITZ INSTRUMENT TRANSFORMERS, INC. and industry standard practices; or where such use results in excessive wear and tear (beyond normal); or where modifications, alterations or repairs have been made by Customer or a third party without the consent of RITZ INSTRUMENT TRANSFORMERS, INC.

RITZ INSTRUMENT TRANSFORMERS, INC.’s repair or replacement obligations set forth herein are the Customer’s exclusive remedy for any failure of RITZ INSTRUMENT TRANSFORMERS, INC. to meet the material and workmanship standards set forth in RITZ INSTRUMENT TRANSFORMERS, INC.’s specifications. As such, correction of any non-conformity in the manner and for the period of time provided herein shall fully insulate RITZ INSTRUMENT TRANSFORMERS, INC. from any liability under this warranty section, whether the claims of the Customer are based in contract, tort (including negligence and strict liability), indemnity or any other legal theory with respect to or arising out of the Product.

In connection with the warranty obligations herein, in no event will RITZ INSTRUMENT TRANSFORMERS, INC. be responsible for gaining access to the Product, nor for disassembly or reassembly of the Product or its parts. Accordingly, in and out charges, including, but not limited to the cost of removal of the defective Product from its related system, site and/or ancillary equipment, and the cost of its reinstallation in such system, union or customer labor costs, site and/or ancillary equipment shall be borne exclusively by the Customer. The Customer shall not return or dispose of any Product or part thereof with respect to which it intends to make a claim under the foregoing warranty, without the express prior written authorization of RITZ INSTRUMENT TRANSFORMERS, INC.