

## **PURCHASE AND SERVICES AGREEMENT**

This Services Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ ("Effective Date") by and between the City of North Las Vegas, a political subdivision of the State of Nevada ("City") and Eaton Corporation, an Ohio corporation ("Provider"). Provider's terms and conditions, Selling Policy 25-000 (SP-25000), attached hereto, is incorporated herein by reference. Provider's Selling Policy 25-00, as well as this Agreement, constitute the full and final expression of the contract between the Parties.

### **WITNESSETH:**

WHEREAS, the City needs to purchase parts and retrofit an Eaton MV811 to a MV4S blower at the Water Reclamation Facility ("Project"), as more particularly described in Exhibit A ("Services"); and,

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

### **SECTION ONCE SCOPE OF SERVICES**

Provider shall perform the Services in accordance with Proposal Number Neg # SND5-210721-1STG, dated July 21, 2020, attached hereto as Exhibit A, and the terms, conditions, and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

### **SECTION TWO TERM**

This Agreement shall commence on the Effective Date and will continue to be in effect until the completion of the Project ("Term"), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term.

### **SECTION THREE COMPENSATION**

Provider will provide the Services in the amount of One Hundred Twenty-Nine Thousand, Two Hundred Sixty-Seven Dollars and 45/100 (\$129,267.45), which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other associated costs, as detailed on Exhibit A. Provider's invoice will be due and payable within 30 days of presentation,

provided that each invoice is complete, correct, and undisputed by the City. In the event the Project necessitates additional costs, the total not-to-exceed amount of this Agreement is One Hundred Twenty-Nine Thousand, Two Hundred Sixty-Seven Dollars and 45/100 (\$129,267.45).

#### **SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES**

4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for reasonable termination charges, including all progress billings and all incurred direct manufacturing costs.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

#### **SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES**

5.1. In addition to the Warranty language set out in Provider's SP-25000, the Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement.

#### **SECTION SIX INDEMNIFICATION**

Pursuant to the Limitation of Liability section in SP-25000, Provider shall defend,

indemnify, and hold harmless the City, and its officers, agents, and employees (Indemnified Parties) from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs brought against the Indemnified Parties to the extent they result directly from bodily injury to or death of any person or damage to or destruction of any property caused by the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees while Provider is performing work on site. This section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION SEVEN INDEPENDENT CONTRACTOR**

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

## **SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION**

8.1. Provider shall treat all information relating to the Provider and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

8.3. The Provider, its employees, agents, or subcontractors shall have no access whatsoever to the facilities nor files (digital or otherwise) of the City's Utilities Department without the physical presence of an escort pre-approved in writing by management of the Utilities Department.

## **SECTION NINE INSURANCE**

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Comprehensive General Liability (bodily injury and property damage) insurance in a policy limit of \$1,000,000 for combined single limit per occurrence. Such General Liability insurance policy shall be endorsed as to include the City as an additional insured to the extent of Provider's liability herein.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit of \$1,000,000 per accident for bodily injury and property damage.

9.2. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds, to the extent of Provider's liability herein, on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 2038; and CG 20 37 forms if later revisions used).

9.2.1. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.2.2. Notice of Cancellation: Coverage shall not be canceled, except with notice to the City by Provider.

9.2.3. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.3. Provider shall deliver certificates of insurance indicating that such insurance is in effect to the City before commencement of the Services under this Agreement. If Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the Effective Date of this Agreement, and the certificate of insurance shall state that coverage is claims-made and the retroactive date. Provider shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Provider pursuant to this Agreement.

9.4. All insurance policies required hereunder, and all renewals, shall be provided by a company or companies authorized to do business in Nevada and shall expressly:

9.4.1. Waiver of Subrogation: With the exception of the Workers' Compensation insurance policy, Provider hereby grants to the City a waiver of subrogation, to the extent of its liability herein, which any insurer may acquire against the City, its officers, officials, employees, and volunteers, from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

## **SECTION TEN NOTICES**

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas  
Attention: Marie Leake  
2250 Las Vegas Blvd., North, Suite 710  
North Las Vegas, NV 89030  
Phone: 702-633-2440

To Provider: Eaton Corporation  
Attention: Steve Guido  
6625 S. Valley View Blvd., Suite C  
Las Vegas, NV 89118  
Phone: 858-663-3770

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

## **SECTION ELEVEN ENTIRE AGREEMENT**

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

## **SECTION TWELVE SAFETY**

12.1. Obligation to Comply with Applicable Safety Rules and Standards. Contractor shall ensure that it is familiar with all applicable safety and health standards promulgated by state

and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Contractor is performing any work on behalf the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.”

12.2. Safety Equipment. Contractor will supply all of his employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

### **SECTION THIRTEEN MISCELLANEOUS**

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the

parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential.

The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

[The remainder of page is left intentionally blank. Signature page to follow.]

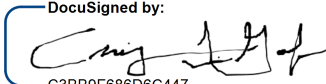


**IN WITNESS WHEREOF**, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,  
a Nevada municipal corporation

By: \_\_\_\_\_  
John J. Lee, Mayor

Eaton Corporation,  
an Ohio corporation

By:   
Name: Craig Gob

Title: Vice President and General Manger, Eaton EES

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, Acting City Clerk

Approved as to form:

By: \_\_\_\_\_  
Micaela Moore, City Attorney

EXHIBIT A

Quote

Please see attached page(s).

# Eaton Corporation

Electrical Services & Systems Division

San Diego

4863 Shawline Street, Suite E

San Diego, CA 92111

Phone: 800-498-2678 Fax: 619-692-6291



July 6, 2021

City of North Las Vegas WRF  
Hoover Dam

Attention: Eric Bauer

Re: MV811-MV4S Retrofit Kits

Mr Bauer,

Attached please find Eaton - Electrical Services and Systems Division's (EESSD) Quotation covering the procurement of equipment and services performed on the electrical equipment at the City of North Las Vegas Water Reclamation Plant. The original product line that is currently in the 4160 Vac Starters for Air Compressors Blowers #1 and #2 is the MV811 RVSS Starter. This product line became obsolete in 2010 and Eaton stopped supporting in 2013. The solution for the MV811 is the MV811-MV4S Retro fit kit. The MV4S product, similar to Air Blower currently onsite for the 1750HP starter for #204 Air Blower

EESSD is the only factory authorized entity to install these retrofit kits. Our Medium Voltage Control Assembly Plant (MVCA) in Asheville, North Carolina will only allow EESSD to procure these kits as well as perform the installation. Since EESSD is factory trained, proper installation will ensure the 2 year warranty on parts and labor will be validated. These kits are proprietary to Eaton.

After installation, start up/commissioning and training to on site personnel a field service report will be giving to the factory as well as the customer.

If you have any questions regarding this information, please feel free to contact me at 858-663-3770.

Sincerely,

*Steve T Guido*

Steve T Guido

Field Service Representative

[stevetguido@eaton.com](mailto:stevetguido@eaton.com)



Eaton Electrical  
Services & Systems

4863 Shawline St

Suite E San Diego, CA  
92111

**QUOTATION**

**Neg # SND5-**

**210721-1STG**

**Dated: 07/21/21**

To: **Eric Bauer**

bauere@cityofnorthlasvegas.com  
702-633-1279

From: **Steve Guido**

Eaton Electrical Services & Systems Division

**Direct Phone:----- (858) 663-3770**

**FAX Line:----- (619) 692-6291**

**Customer: City of North Las Vegas Water Reclamation Facility**

**Project: MV811 to MV4S Retrofit**

**1. Scope of Work for Retrofits**

- a. Provide equipment to replace existing MV811 components with new MV4S components for MV Motor Starters on 2 each Starters (1250 and 1750 HP Compressor Blowers)

**I. MV4S Kit to include:**

- 54A1319G02 standard altitude bypass truck
- 54A1320G01 RVSS 4160V 400A truck
- 54A1321G01 4160 door/cell part and MV4S Low Voltage compartment equipped with scr soft start power electronics. Please see attached parts directory. The existing PT will be used for voltage reference for SCR Firing Circuit.

**II. A unique set of drawings will be created.**

**Retrofit Parts, Equipment and Labor to install/test Kits: 2 each**

**Compressor Blowers (1250 and 1750 HP) USD each \$45,990 per kit \$91,980.00**

**Spare Parts**

**For CPU & MCB board part number 54A1318G02 – price is \$12,032.7 USD each**

**For TCB board part number 54A1318G03 – price is \$2,204.75 USD**

**\$23,050 Labor and Expenses**

The site has Eaton's Classic Ampgard MV811 RVSS on 1250 and 1750 Compressor Blowers. These need to be retrofitted with Eaton's MV4S Kits.

Total Cost for this Project is **\$129,267.45**

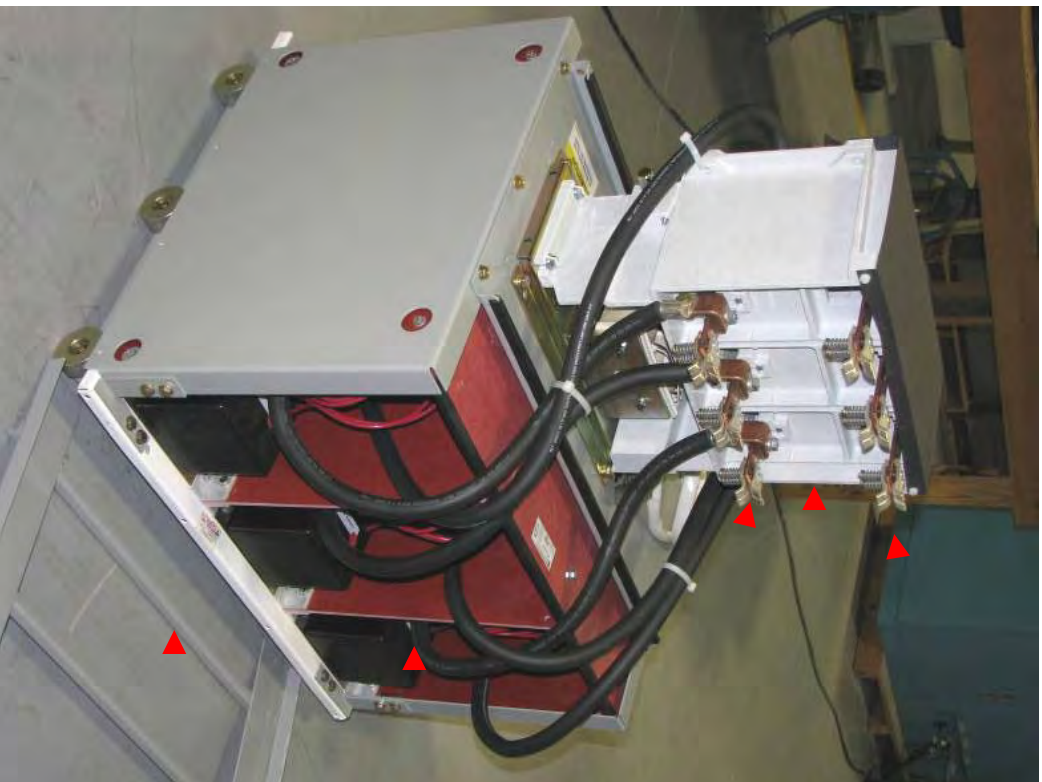
Trusting the above to be to your entire satisfaction, however, should you required any additional information or assistance; please do not hesitate to call.

**Steve Guido**

Field Service Representative  
Eaton Electrical Services & Systems  
tel: 858-663-3770  
cell: 858-663-3770

# MV4S Aftermarket Parts

## Truck and Bypass Contactor

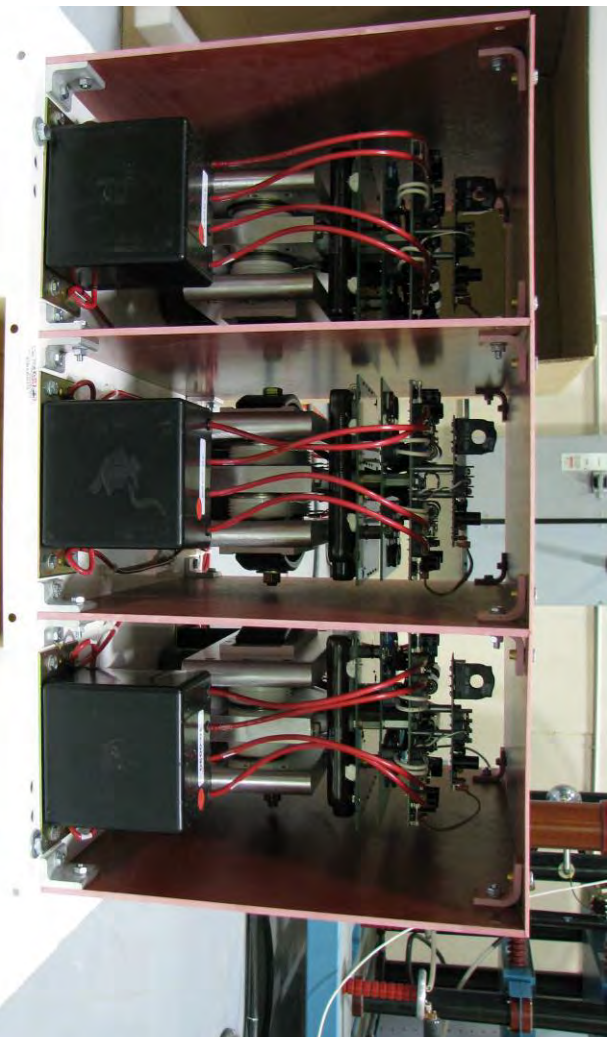


- VI Assembly 54A1307G17
- Includes line side fingers
- Bypass Contactor 54A1319
- G0x groups for altitude
- Load Finger Assembly  
54A13107G16
- Truck 54A1320
- G0x groups for voltage and  
amperage
- Ramp 54A1318G50

To replace the entire truck assembly, two part numbers are required - 54A1320 for the truck and 54A1319 for the contactor.

# MV4S Aftermarket Parts

## Power Poles



### Power Pole Assy (one phase)

54A1318G200 400A/4160V  
54A1318G201 400A/2300V  
54A1318G300 200A/4160V  
54A1318G301 200A/2300V

### Temperature Board on Pole

54A1318G09

# MV4S Aftermarket Parts

## Control Interface



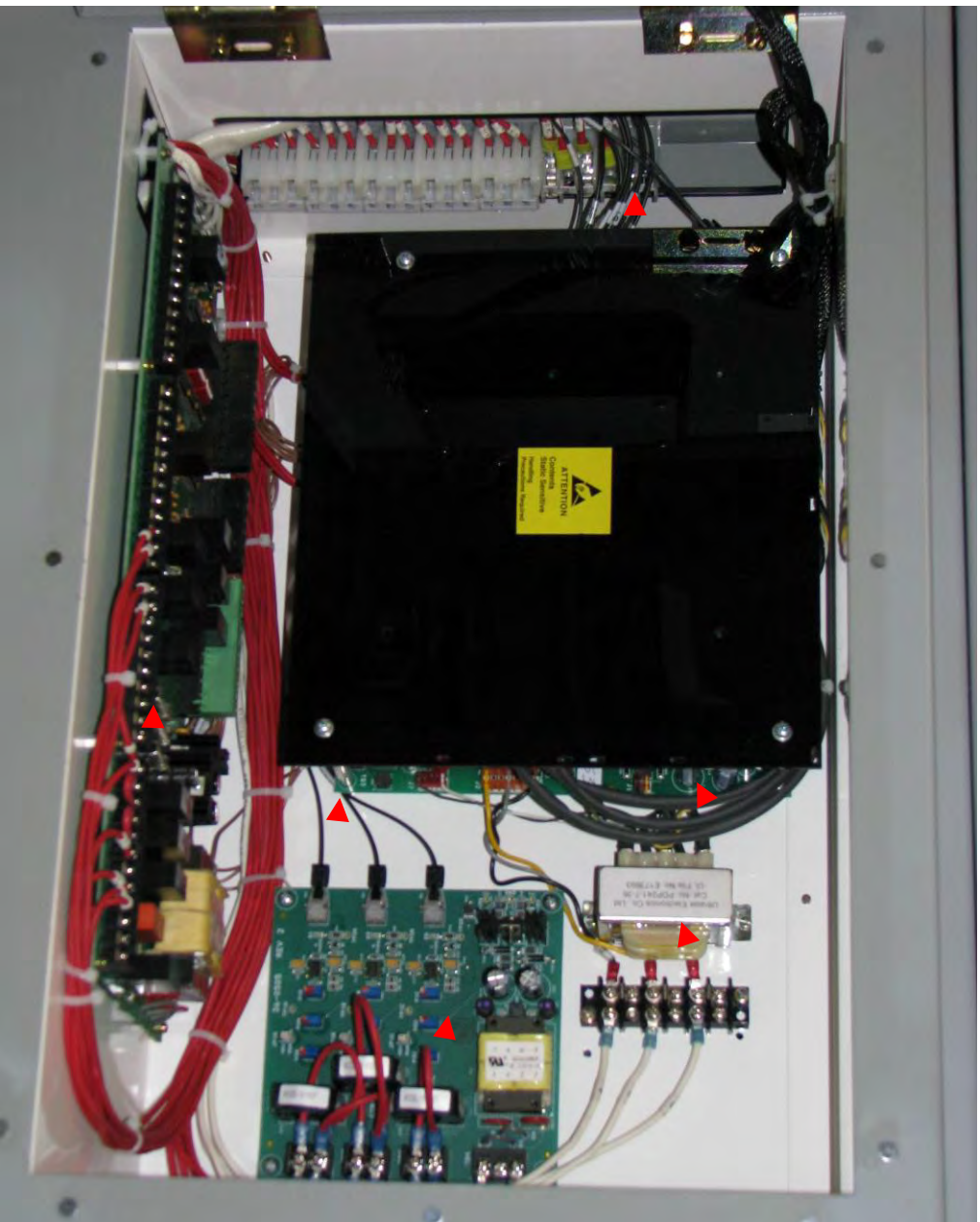
**Communications Harness 54A1318G32**

**Digital Control Unit 54A1318G01**



# MV4S Aftermarket Parts

## Low Voltage Compartment



**CPU & MCB**

**54A1318G02**

**Transformer**

**54A1318G04**

**Fiber Optics**

**54A1318G22 for  
4160V, G23 for  
2300V**

**CT Board 54A1318G08**

**CT Harness**

**54A1318G42**

**TCB Board**

**54A1318G03**





## Instructions for Retrofitting AMPGARD Classic RVSS

Instruction Bulletin – IB48074



Read and understand these instructions before attempting any installation, operation, or maintenance of the AMPGARD Reduced Voltage Soft Starter.

This equipment shall be installed and serviced only by qualified electrical personnel.

Retain this document for future use.

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Purpose

This instruction book is to ensure the safe and successful retrofit of the AMPGARD Reduced Voltage Soft Starter (RVSS) into a Classic starter. This equipment may be installed in an individual structure or may be part of a lineup of AMPGARD products.

Note that this manual is used as a representative of a ClassicGen RVSS starter. Individual starters can look different. This manual shows the mechanical retrofit of the components of the RVSS. Installation of low voltage wiring and components will be unique to every starter. Person(s) installing retrofit must refer to the electrical drawings for this specific information.



DANGER

**HAZARDOUS VOLTAGE**

**ALL POWER SOURCES MUST BE ISOLATED AND LOCKED OUT BEFORE SERVICING THE EQUIPMENT.**

**READ AND UNDERSTAND THESE INSTRUCTIONS IN THEIR ENTIRETY BEFORE INSTALLING, OPERATING, OR MAINTAINING THIS EQUIPMENT. ONLY QUALIFIED PERSONS SHOULD INSTALL, MAINTAIN, ADJUST, OR REPAIR THESE UNITS. A QUALIFIED PERSON IS ONE WHO IS FAMILIAR WITH THE CONSTRUCTION AND OPERATION OF THE EQUIPMENT AND THE HAZARDS ASSOCIATED WITH IT.**

## Section 1 – Introduction

The AMPGARD RVSS retrofit kits are designed to use common tools. If the starter cannot be accessed from the back, then an angle grinder may be needed to remove some hardware.

Hardware is provided in the kit with all necessary parts for a complete retrofit of the RVSS. Low voltage wire and terminals may need to be acquired for the specific wiring needs.

The MV801/MV811 RVSS and all components in the lower cell are removed during this retrofit. A new medium voltage door and sub frame is provided in the kit. The medium voltage door will have a display already installed. The low voltage compartment will have all RVSS wiring complete.

**Custom low voltage wiring and components must be installed per job. Refer to the job specific electrical drawings for this information.**



**DANGER**

## HAZARDOUS VOLTAGE

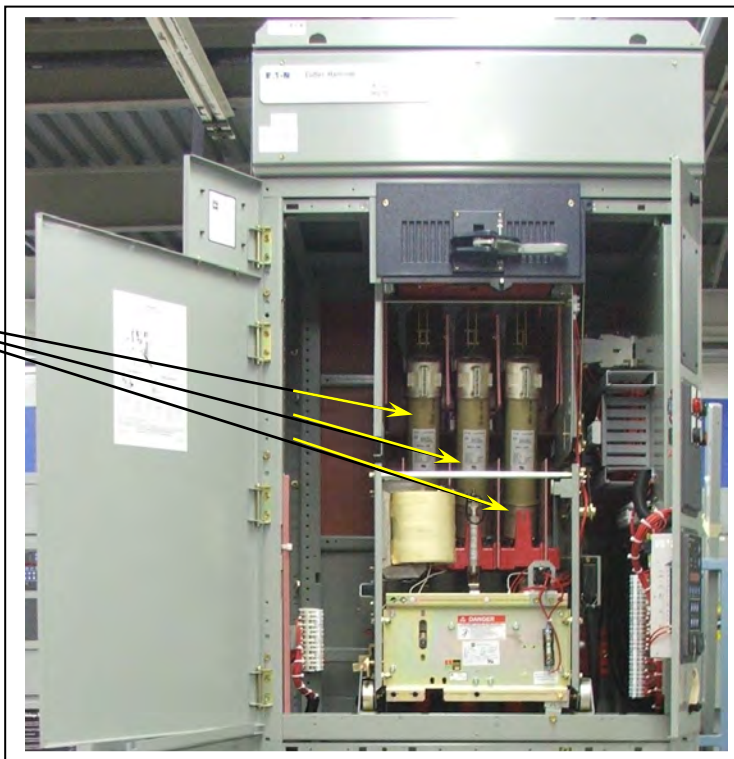
**ALL POWER SOURCES MUST BE ISOLATED AND LOCKED OUT BEFORE SERVICING THE EQUIPMENT.**

**Open medium voltage doors only after confirmation that power is off.**

## Section 2 – Disassembly

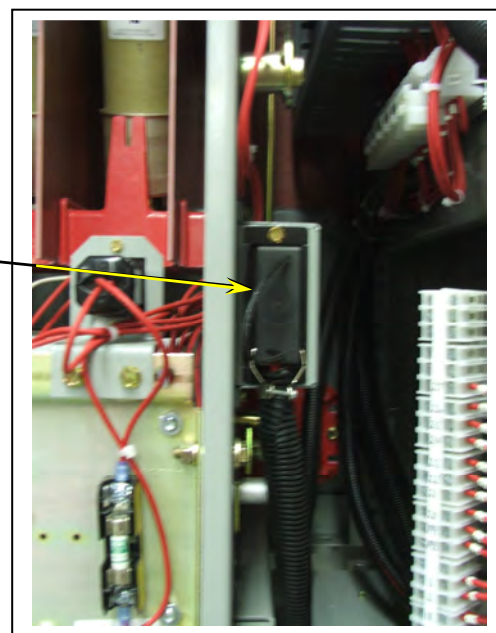
(1) Remove the three main fuses with the fuse puller and safely store these for later install.

Main Fuses



(2) Unplug black connector on right side of the contactor.

Connector for main contactor



**Instruction Leaflet – IB48074**

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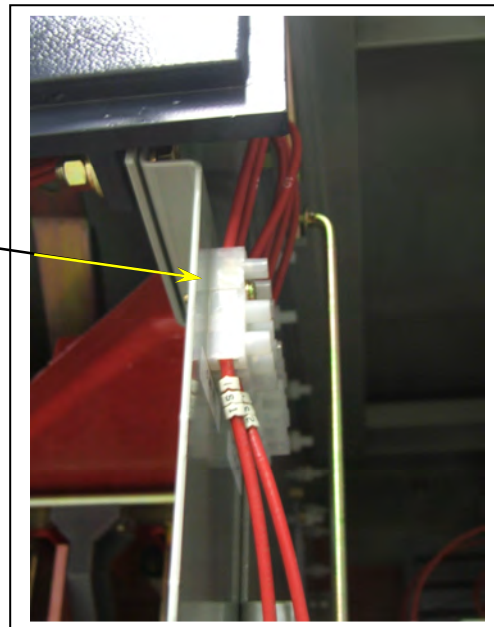
Effective: December 2010

Instructions for Retrofitting  
AMPGARD Classic RVSS

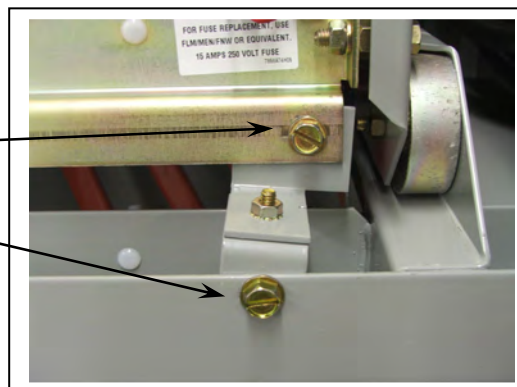
Rev. 1

(3) Unplug white connector at top right of the fuse assembly.

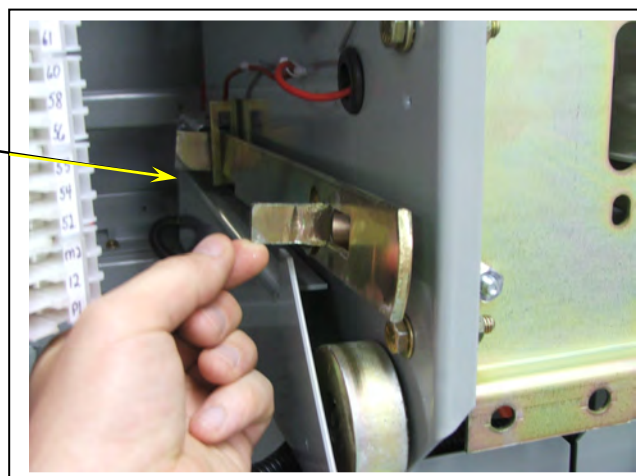
Connector



(4) Remove two bolts attaching the stow down bracket to the contactor and structure.



(5) Lift detent latch and pull contactor out and set aside.





**Instruction Leaflet – IB48074**

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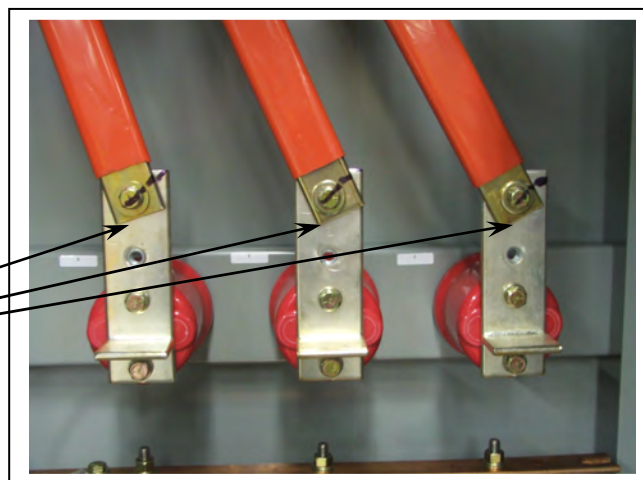
Effective: December 2010

Instructions for Retrofitting  
AMPGARD Classic RVSS**EATON**  
Rev. 1

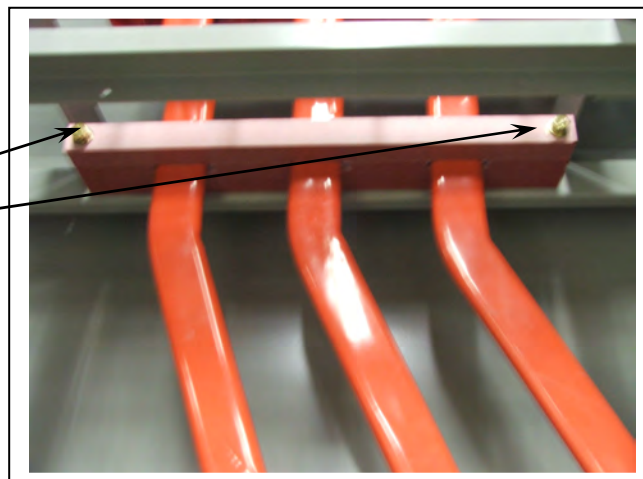
Careful as the contactor is heavy. Use a lift to remove.



(6) Remove bolts in BUS drops from the bottom cell.



(7) Remove two bolts holding glasspoly BUS support.



**Instruction Leaflet – IB48074**

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Effective: December 2010

Instructions for Retrofitting  
AMPGARD Classic RVSS**EATON**

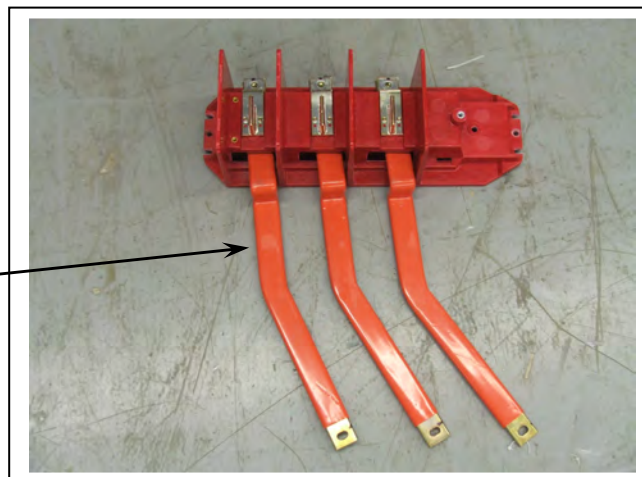
Rev. 1

(8) Remove two bolts holding glasspoly assembly to rear wall support. Pull the assembly out of the starter.

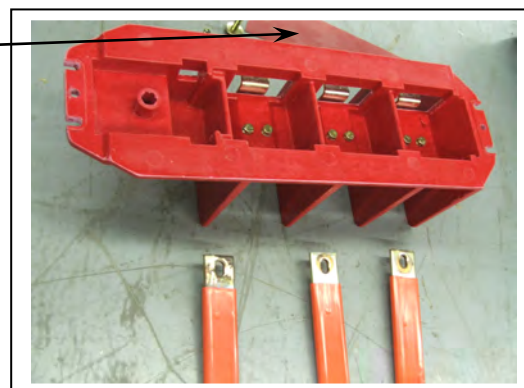


(9) Flip the assembly over and remove the glasspoly barrier to expose the bolts and remove the BUS drops. Remove BUS drops and discard.

BUS Drops



Glasspoly barrier



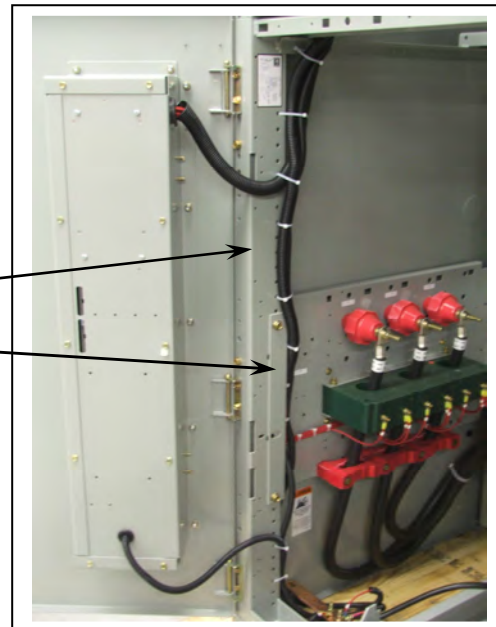
**Instruction Leaflet – IB48074**

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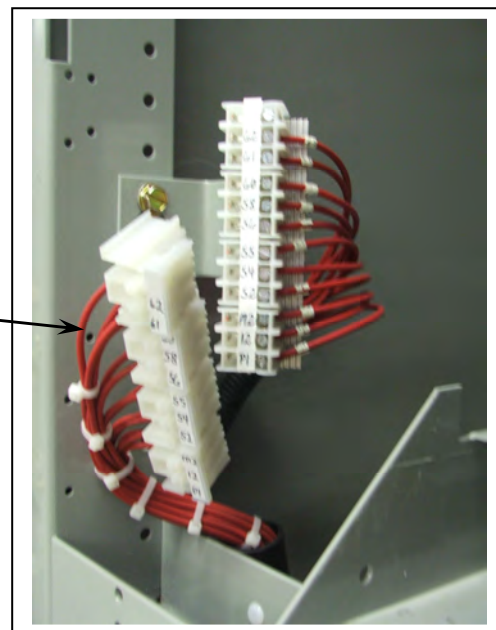
Effective: December 2010

Instructions for Retrofitting  
AMPGARD Classic RVSS**EATON**  
Rev. 1

- (10) Clip all wire ties in the bottom cell to release the wires.



- (11) Remove terminal block.





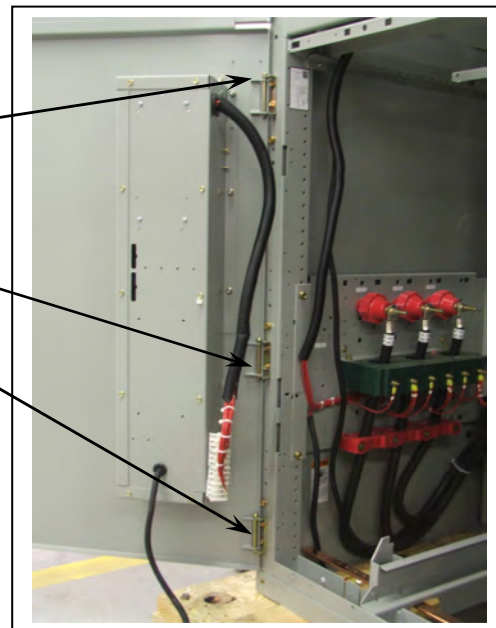
**Instruction Leaflet – IB48074**

Page 9

Effective: December 2010

Instructions for Retrofitting  
AMPGARD Classic RVSS**EATON**  
Rev. 1

(12) Remove three hinge pins to allow medium voltage door to be removed. Remove EMKA door latches and save for new door. Discard old door.

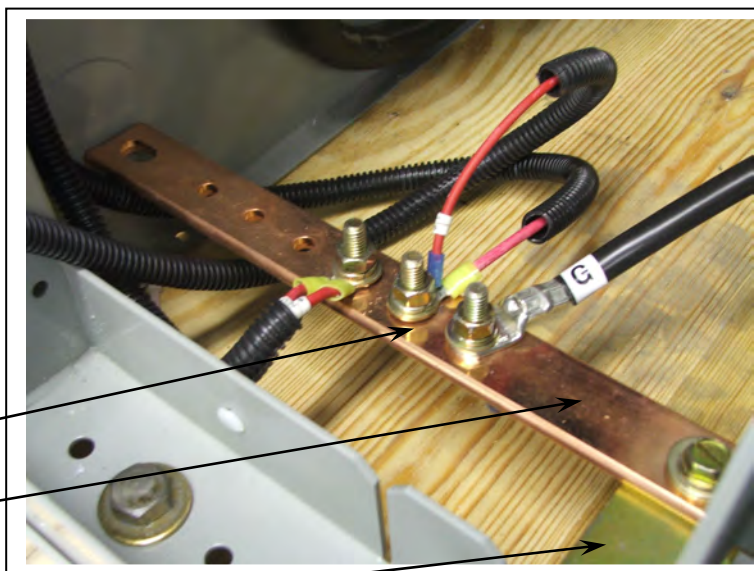


(13) Remove ground BUS and brackets. Keep for reinstall.

Remove all wires on ground BUS

Ground BUS

Bracket



**Instruction Leaflet – IB48074**

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Effective: December 2010

Instructions for Retrofitting  
AMPGARD Classic RVSS**EATON**

Rev. 1

(14) Remove cables labeled "1T1", "1T2", "1T3."

Cables



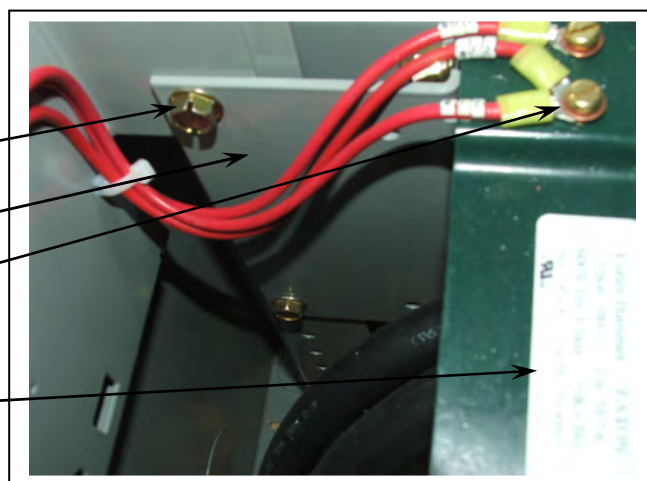
(15) Remove two bolts holding Ground Fault CT.  
Remove low voltage wires and keep GFCT assembly  
for reinstallation.

Bolts to remove

Ground Fault Bracket

Low voltage Wiring

Ground Fault CT



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Effective: December 2010

Instructions for Retrofitting  
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(16) Roll up low voltage wiring and ground wires and wire tie them to the upper cell.

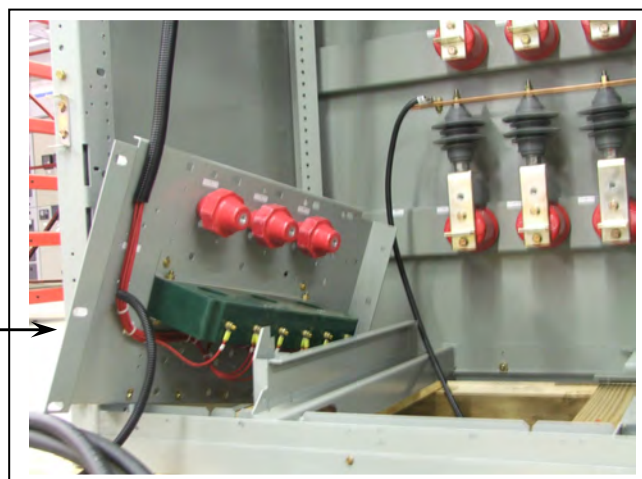


(17) Remove load cables from insulators. Pull cables through the CT and remove from the cell.



(18) Remove four thread former screws holding motor connection terminal assembly into the cell. Carefully move this assembly up to the top cell and lay onto the main contactor rail area.

Motor connection terminal assembly





**Instruction Leaflet – IB48074**

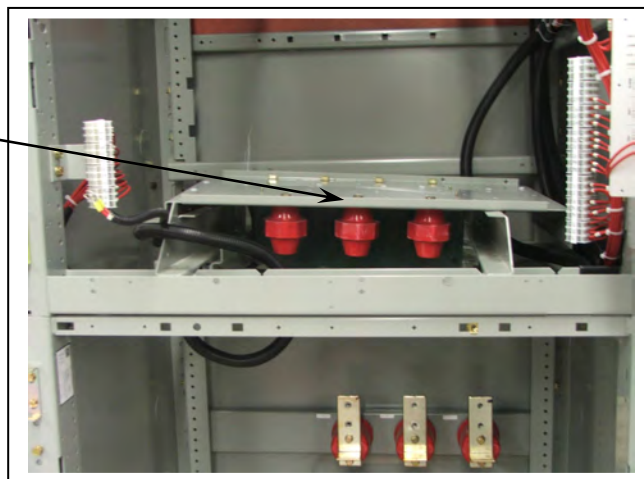
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Instructions for Retrofitting  
AMPGARD Classic RVSS**EATON**

Rev. 1

Moved to the upper cell



(19) Remove all sub frame bolts, medium voltage door hinges, and kick plate.

Sub frame Bolts

MV Door hinges

Kick plate



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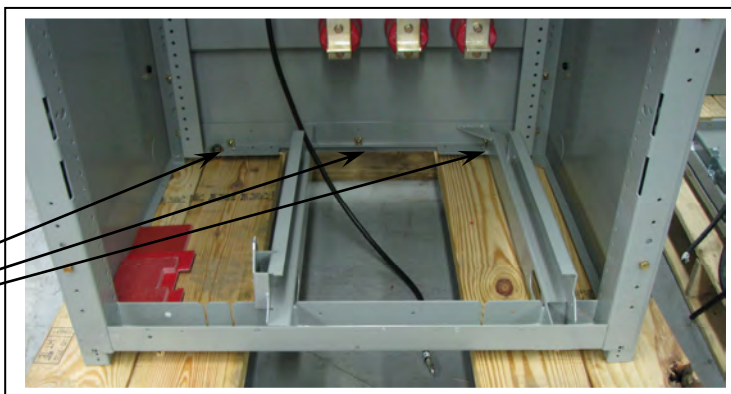
Effective: December 2010

Instructions for Retrofitting  
AMPGARD Classic RVSS**EATON**

Rev. 1

(20) Take an angle grinder and remove three basket nuts from the bottom rear of the cell. (If access to back of starter is available then remove these three bolts).

Bolts to remove



(21) Remove lag down bolts holding starter to the floor. At this point the sub frame can be removed by pulling it forward. Remove and set aside.

Sub frame



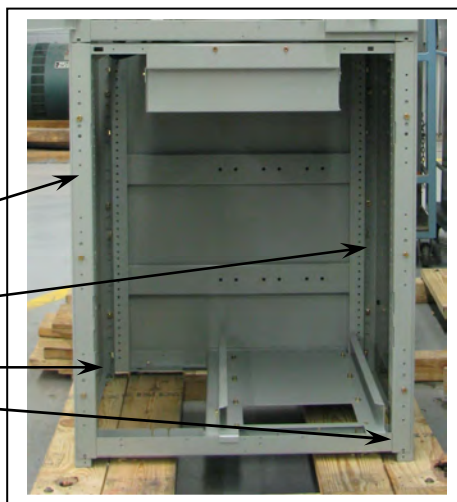
### Section 3 - Assembly of the Retrofit

(1) Align the new sub frame and push into the cell. (Caution – be careful not to hit the basket nuts as they will come off.)



(2) Replace bolts into the new sub frame in same locations as they came out of the old sub frame.

Bolts to install



(3) Make sure to put lag bolts back.





**Instruction Leaflet – IB48074**

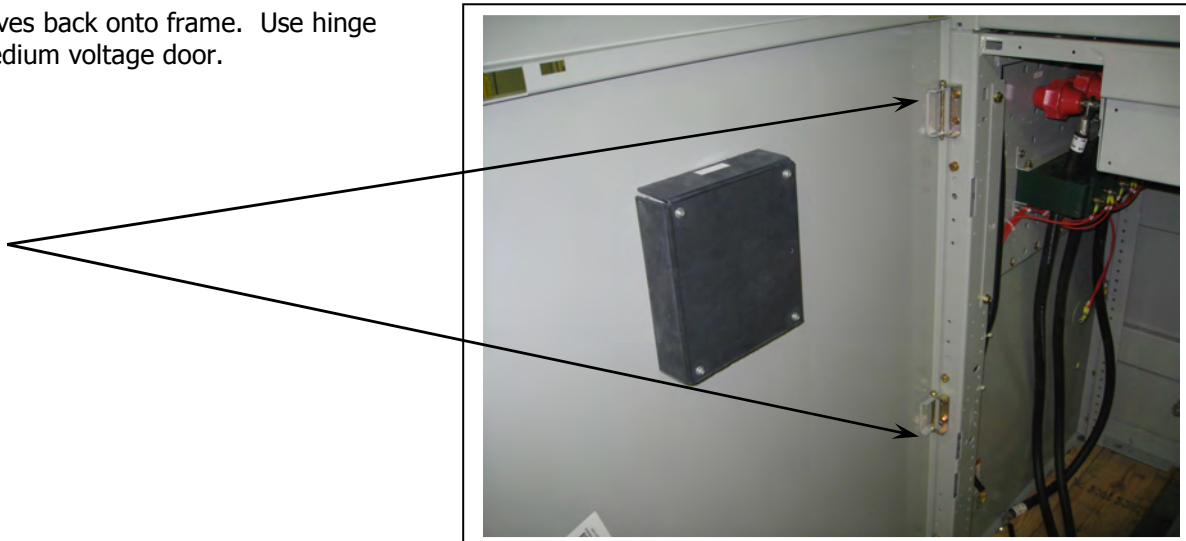
Page 15

Effective: December 2010

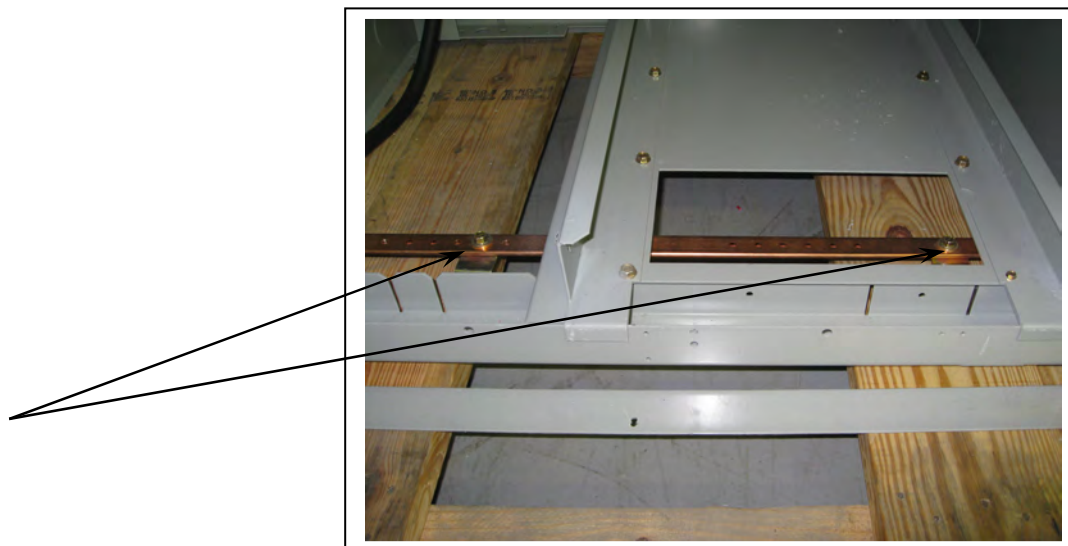
Instructions for Retrofitting  
AMPGARD Classic RVSS**EATON**

Rev. 1

(4) Bolt hinge halves back onto frame. Use hinge pins and hang medium voltage door.



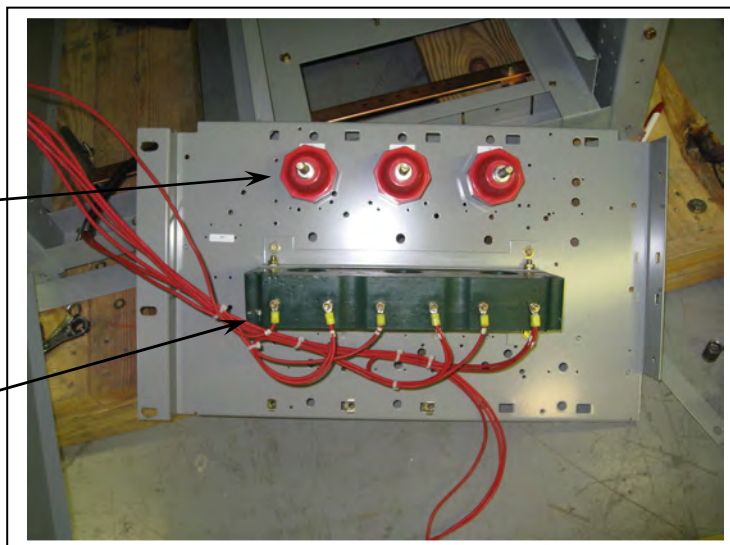
(5) Replace ground BUS.



(6) Remove motor connection insulators and CT and flip where motor connections are on bottom.

Motor Connections

CT



## Instruction Leaflet – IB48074

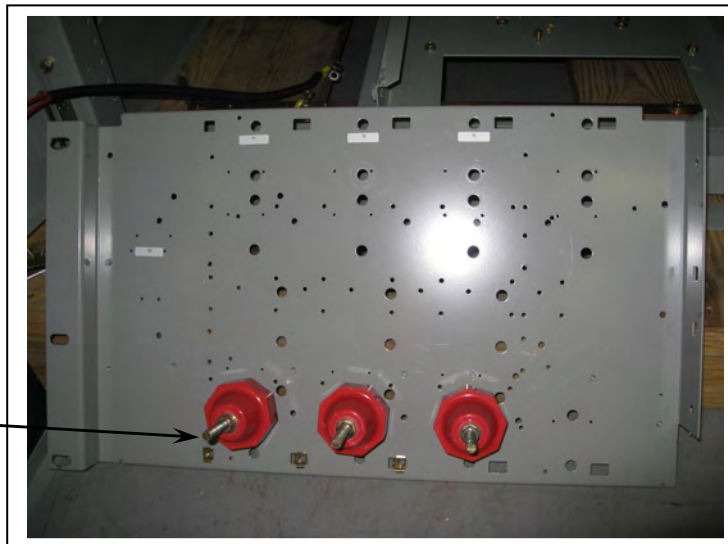
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Instructions for Retrofitting  
AMPGARD Classic RVSS

**EATON**  
Rev. 1

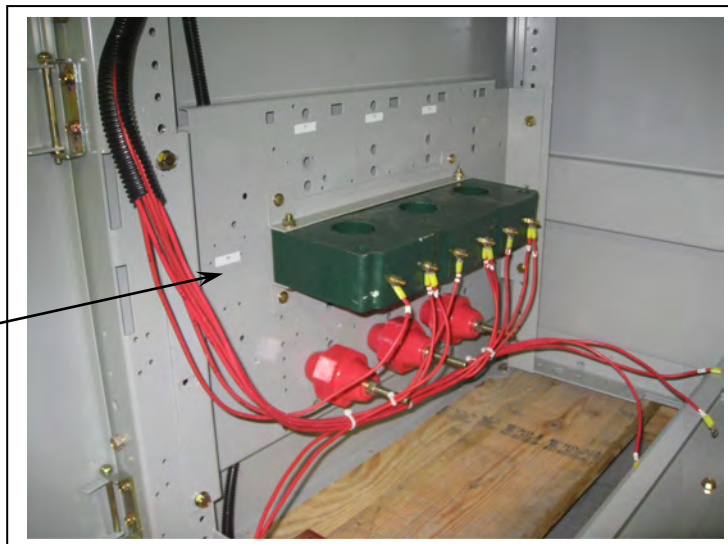
Motor Connections



(7) Install assembly back into the bottom cell.

(8) Wire tie all low voltage wiring secure.

Assembly of CT and Motor Connections





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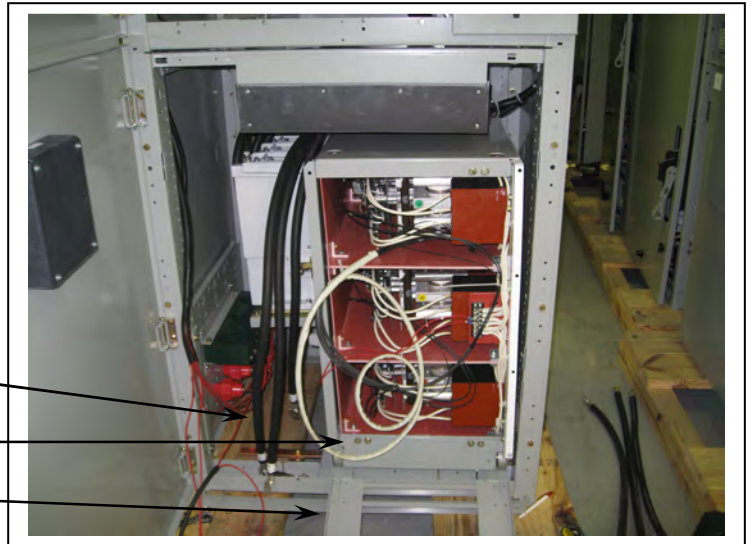
Effective: December 2010

Instructions for Retrofitting  
AMPGARD Classic RVSS

Rev. 1

(9) Use ramp and roll truck into cell. (Caution – Truck is heavy)

Load Cables  
RVSS Truck  
Ramp



Line Cables  
Low voltage compartment



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Effective: December 2010

Instructions for Retrofitting  
AMPGARD Classic RVSS**EATON**

Rev. 1

(10) Place truck load cables through ground fault CT and attach to upper bottom cell.

Ground Fault CT

Load side cables



Attached in top of cell



(11) Place correct load cables through CT and attach to customer motor connection points. "T1" will be the closest to the front of the cell. "T2" in the middle, and "T3" in the hole towards the back of the cell.

Load Cables

Customer Connection Points



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Effective: December 2010

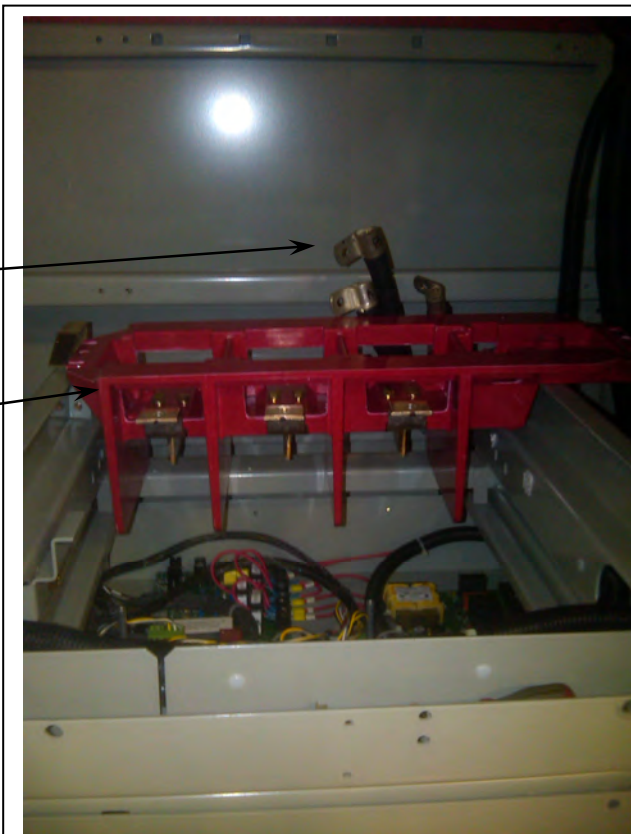
Instructions for Retrofitting  
AMPGARD Classic RVSS**EATON**

Rev. 1

(12) Pull line side cables from the bottom cell up to the upper cell. Attach the cables to the red glasspoly part that sits behind the main contactor. Attach cables in the correct order as phase A is on the left, phase B in the middle, and phase C on the right.

Line side cables

Glasspoly phase barrier/line cable attachment



(13) Attach glasspoly part to cell. Make sure to place flat glasspoly barrier in back of part before attachment to cell.

Replace screws to hold assembly into cell





**Instruction Leaflet – IB48074**

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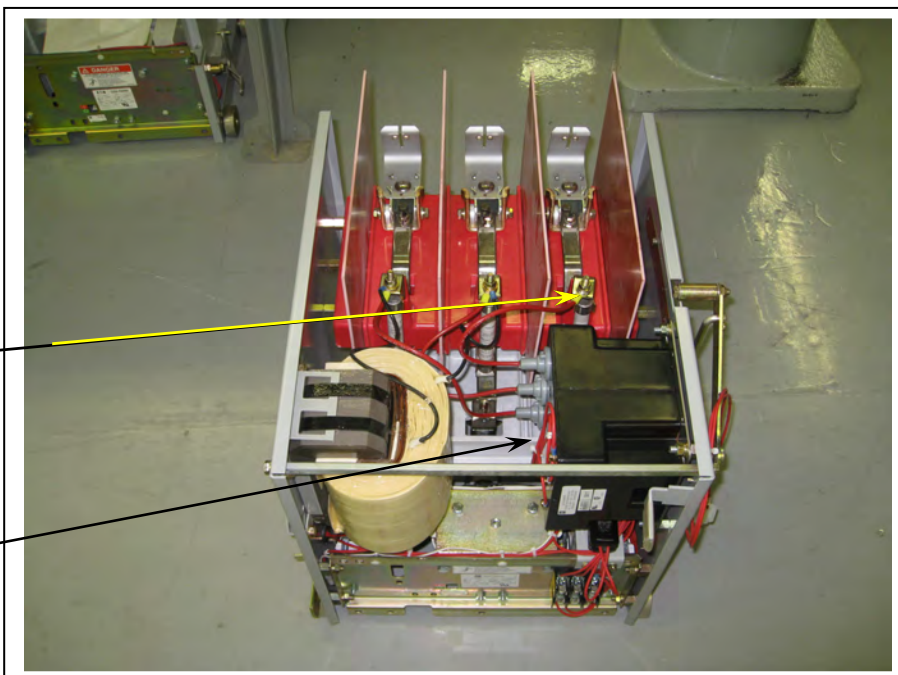
Effective: December 2010

Instructions for Retrofitting  
AMPGARD Classic RVSS**EATON**  
Rev. 1

(14) Place PT from retrofit kit into Main Contactor. Place 3<sup>rd</sup> fuse in with the supplied fuse clips and hardware.

3<sup>rd</sup> Fuse in Place

PT Installed



(15) Reinstall main contactor into top cell.

Main Contactor with PT and PT Fuse Assembly



**Instruction Leaflet – IB48074**

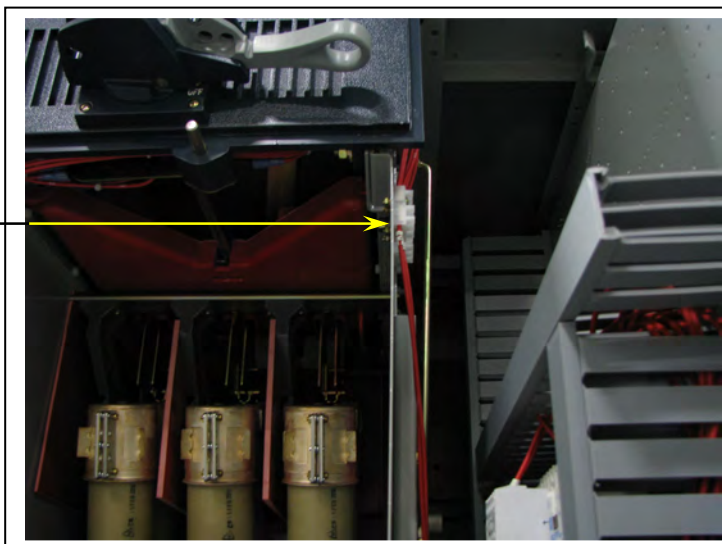
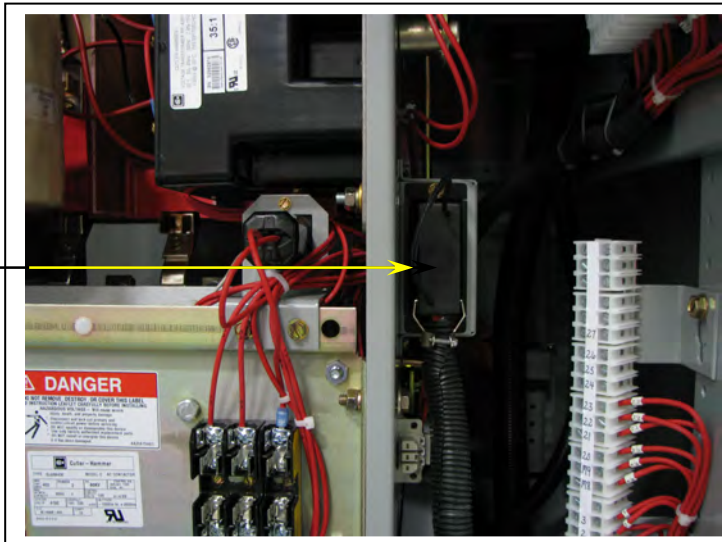
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Instructions for Retrofitting  
AMPGARD Classic RVSS**EATON**

Rev. 1

(16) Reconnect all plug-ins to the contactor.



(17) Replace main fuses.

Main Fuses



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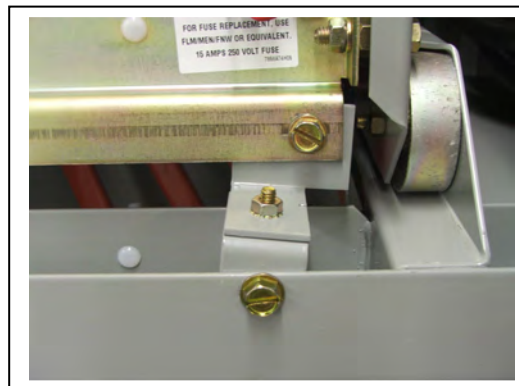
Effective: December 2010

Instructions for Retrofitting  
AMPGARD Classic RVSS

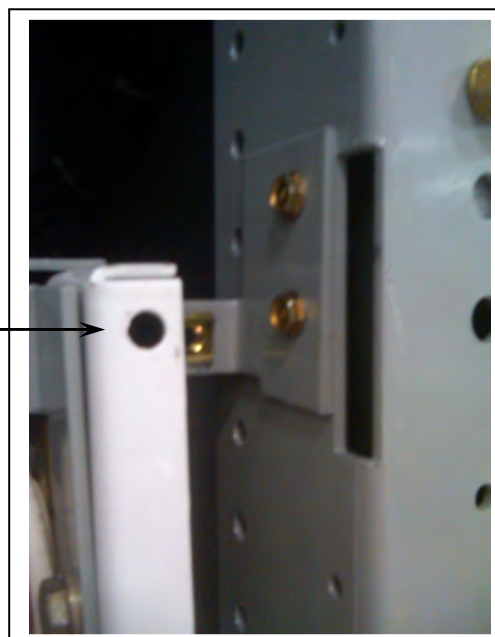
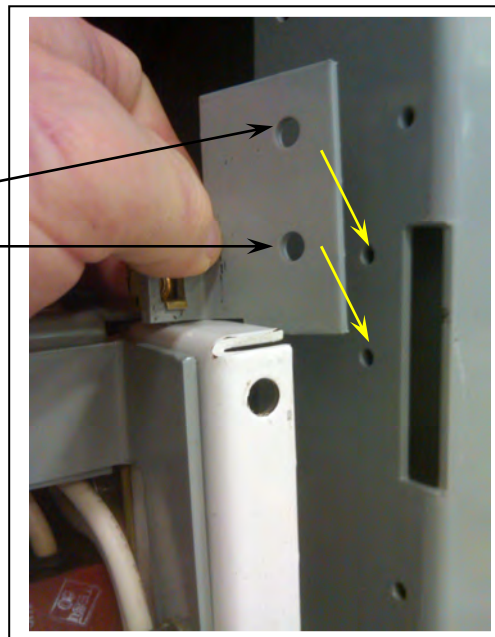
**EATON**

Rev. 1

(18) Replace stow down bracket in main contactor.



(19) Install top stow down bracket in RVSS truck.





**Instruction Leaflet – IB48074**

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Effective: December 2010

Instructions for Retrofitting  
AMPGARD Classic RVSS**EATON**

Rev. 1

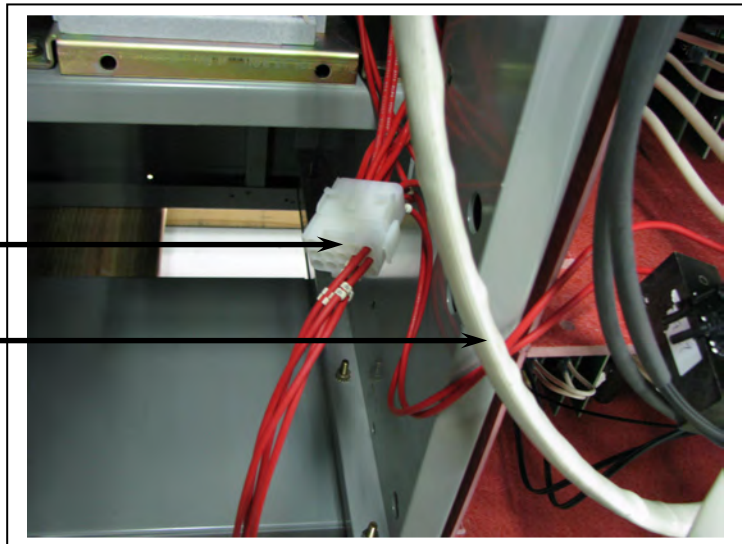
Use of a C-Clamp to pull RVSS truck towards cell is helpful.



(20) Attach low voltage plug to RVSS truck. Attach fiber optic cables to main circuit board in low voltage bucket. Be careful not to bend fiber optic cables.

Low Voltage Plug

Fiber Optic Cable Bundle





## **Selling Policy**

Effective: November 1, 2017 Page 1

Supersedes Selling Policy 25-000,  
Pages 1-4, dated  
**November 1, 2008**

### **DOMESTIC U.S.A. GENERAL TERMS AND CONDITIONS OF SALE**

## **Distribution and Control Products and Services 25-000**

#### **TERMS AND CONDITIONS OF SALE**

The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services (hereinafter referred to as Product(s) or Services by Eaton Corporation (hereinafter referred to as Seller) to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications whether written or oral between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgment, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Products or Services. **THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER.** No contract shall exist except as herein provided.

#### **Complete Agreement**

No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

#### **Quotations**

Written quotations are valid for 30 days from its date unless otherwise stated in the quotation or terminated sooner by notice.

Verbal quotations, unless accepted, expire the same day they are made.

A complete signed order must be received by Seller within 20 calendar days of notification of award, otherwise the price and shipment will be subject to re-negotiation.

#### **Termination and Cancellation**

##### **Products**

Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges, including all progress billings and all incurred direct manufacturing costs.

##### **Services**

Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges including all costs plus profit.

Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.

##### **Prices**

All prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price or discount sheet, letter or telegram. All quotations made or orders accepted after the effective date will be on the new basis. For existing orders, the price of the unshipped portion of an order will be the price in effect at time of shipment.

##### **Price Policy – Products and Services**

When prices are quoted as firm for quoted shipment, they are firm provided the following conditions are met:

1. The order is released with complete engineering details.
2. Shipment of Products are made, and Services purchased are provided within the quoted lead time.
3. When drawings for approval are required for any Products, the drawings applicable to those Products must be returned within 30\* calendar days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED." Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the 30-day period.

If the Buyer initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services will be increased 1% per month or fraction thereof up to a maximum of 18 months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond 18 months from the date of the Buyer's order, the price must be renegotiated.

##### **Price Policy – BLS**

Refer to Price Policy 25-050.

##### **Minimum Billing**

Orders less than \$1,000 will be assessed a shipping and handling charge of **5%** of the price of the order, with a minimum charge of \$25.00 unless noted differently on Product discount sheets.

##### **Taxes**

The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from, the transaction, the Products, its sale, value or use, or any Services performed in connection therewith regardless of the person or entity actually taxed.

#### **TERMS OF PAYMENT**

##### **Products**

Acceptance of all orders is subject to the Buyer meeting Seller's credit requirements. Terms of payment are subject to change for failure to meet such requirements. Seller reserves the right at any time to demand full or partial payment before proceeding with a contract of sale as a result of changes in the financial condition of the Buyer. Terms of Payment are either Net 30 days from the date of invoice of each shipment or carry a cash discount based on Product type. Specific payment terms for Products are outlined in the applicable Product discount schedules.

##### **Services**

Terms of payment are net within 30 days from date of invoice for orders amounting to less than \$50,000.00.

\* 60 days for orders through contractors to allow time for their review and approval before and after transmitting them to their customers.



**Selling Policy 25-000**

November 1, 2008

Page 2

Terms of payment for orders exceeding \$50,000.00 shall be made according to the following:

1. Twenty percent (20%) of order value with the purchase order payable 30 days from date of invoice.
2. Eighty percent (80%) of order value in equal monthly payments over the performance period payable 30 days from date of invoice.

Except for work performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller compliance with present and proposed environmental, health and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith.

**Adequate Assurances**

If, in the judgment of Seller, the financial condition of the Buyer, at any time during the period of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.

**Delayed Payment**

If payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.

**Freight**

Freight policy will be listed on the Product discount sheets, or at option of Seller one of the following freight terms will be quoted.

**F.O.B. – P/S – Frt./Ppd. and Invoiced**

Products are sold F.O.B. point of shipment freight prepaid and invoiced to the Buyer.

**F.O.B. – P/S – Frt./Ppd. and Allowed**

Products sold are delivered F.O.B. point of shipment, freight prepaid and included in the price.

**F.O.B. Destination – Frt./Ppd. and Allowed**

At Buyer's option, Seller will deliver the Products F.O.B. destination freight prepaid and 2% will be added to the net price. The term "freight prepaid" means that freight charges will be prepaid to the accessible common carrier delivery point nearest the destination for shipments within the United States and Puerto Rico unless noted

differently on the Product discount sheets. For any other destination, contact Seller's representative.

**Shipment and Routing**

Seller shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment.

If the Buyer specifies a special method of transportation, type of carrier equipment, routing or delivery requirement, Buyer shall pay all special freight and handling charges.

When freight is included in the price, no allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation.

**Risk of Loss**

Risk of loss or damage to the Products shall pass to Buyer at the F.O.B. point.

**Concealed Damage**

Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage.

When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered, must:

1. Not move the Products from the point of examination.
2. Retain shipping container and packing material.
3. Notify the carrier in writing of any apparent damage.
4. Notify Seller representative within 72 hours of delivery.
5. Send Seller a copy of the carrier's inspection report.

**Witness Tests/Customer Inspection**

Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge calculated at the rate of \$2,500 per day (not to exceed eight (8) hours) per Product type. Buyer may final inspect Products at the Seller's factory for \$500 per day per Product type.

Witness tests will add one (1) week to the scheduled shipping date. Seller will notify Buyer fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to deem the witness tests waived with the right to ship and invoice Products.

**Held Orders**

For any order held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, (1) require payment to be based

on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay; (2) store Products at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer those prices under the applicable price policy. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) days from date of Seller's invoice. Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination.

**Drawing Approval**

Seller will design the Products in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.

**Drawing Re-Submittal**

When Seller agrees to do so in its quotation, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. The customer approval drawing(s) will be delivered at the quoted delivery date. If Buyer requests drawing changes or additions after the initial factory customer approval drawing(s) have been submitted by Seller, the Seller, at its option, may assess Buyer drawing charges. Factory customer approval drawing changes required due to misinterpretation by Seller will be at Seller's expense. Approval drawings generated by Bid-Manager are excluded from this provision.

**WARRANTY****Warranty For Products**

Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.



Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller.

This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations and industry standard practice or due to accident, misuse, abuse or negligence. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement.

This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the supplier.

#### **Extended Warranty for Products**

If requested by the Buyer and specifically accepted in writing by Seller, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

24 months – 2% of Contract Price  
30 months – 3% of Contract Price  
36 months – 4% of Contract Price

#### **Special Warranty (In and Out) for Products**

If requested by the Buyer and specifically accepted in writing by Seller, Seller will, during the warranty period for Products, at an additional cost of 2% of the contract price, be responsible for the direct cost of:

1. Removing the Product from the installed location.
2. Transportation to the repair facility and return to the site.
3. Reinstallation on site.

The total liability of Seller for this Special Warranty for Products is limited to 50% of the contract price of the particular Product being repaired and excludes expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.

#### **Warranty For Services**

Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards.

The Services, which do not so conform, shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services.

Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Seller. This warranty does not cover damage to Buyer's, or its customer's, equipment, components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

#### **Warranty for Power Systems Studies**

Seller warrants that any power systems studies performed by it will conform to generally accepted professional standards. Any portion of the study, which does not so conform, shall be corrected by Seller upon notification in writing by the Buyer within six (6) months after completion of the study. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event that the study requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

**Limitation on Warranties for Products, Services and Power Systems Studies**  
THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

#### **Asbestos**

Federal Law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Seller is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific Purchase Order, (ii) a change in the work scope of any Purchase Order, the Buyer will certify that the work area associated with the Seller's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include asbestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost of or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.

#### **Compliance with Nuclear Regulation**

Seller's Products are sold as commercial grade Products not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes. Further certification will be required for use of the Products in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.

#### **Returning Products**

Authorization and shipping instructions for the return of any Products must be obtained from Seller before returning the Products. When return is occasioned due to Seller error, full credit including all transportation charges will be allowed.

#### **Product Notices**

Buyer shall provide the user (including its employees) of the Products with all Seller supplied Product notices, warnings, instructions, recommendations and similar materials.

#### **Force Majeure**

Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

**Selling Policy 25-000**

November 1, 2008

Page 4

**Liquidated Damages**

Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

**Patent Infringement**

Seller will defend or, at its option, settle any suit or proceeding brought against Buyer, or Buyer's customers, to the extent it is based upon a claim that any Product or part thereof, manufactured by Seller or its subsidiaries and furnished hereunder, infringes any United States patent, other than a claim of infringement based upon use of a Product or part thereof in a process, provided Seller is notified in reasonable time and given authority, information and assistance (at Seller's expense) for the defense of same. Seller shall pay all legal and court costs and expenses and court-assessed damages awarded therein against Buyer resulting from or incident to such suit or proceeding. In addition to the foregoing, if at any time Seller determines there is a substantial question of infringement of any United States patent, and the use of such Product is or may be enjoined, Seller may, at its option and expense: either (a) procure for Buyer the right to continue using and selling the Product; (b) replace the Product with non-infringing apparatus; (c) modify the Product so it becomes non-infringing; or (d) as a last resort, remove the Product and refund the purchase price, equitably adjusted for use and obsolescence. In no case does Seller agree to pay any recovery based upon its Buyer's savings or profit through use of Seller's Products whether the use be special or ordinary. The foregoing states the entire liability of Seller for patent infringement.

The preceding paragraph does not apply to any claim of infringement based upon: (a) any modification made to a Product other than by Seller; (b) any design and/or specifications of Buyer to which a Product was manufactured; or (c) the use or combination of Product with other products where the Product does not itself infringe. As to the above-identified claim situations where the preceding paragraph does not apply, Buyer shall defend and hold Seller harmless in the same manner and to the extent as Seller's obligations described in the preceding paragraph. Buyer shall be responsible for obtaining (at Buyer's expense) all license rights required for Seller to be able to use software products in the possession of Buyer where such use is required in order to perform any Service for Buyer.

With respect to a Product or part thereof not manufactured by Seller or its subsidiaries, Seller will attempt to obtain for Buyer, from the supplier(s), the patent indemnification protection normally provided by the supplier(s) to customers.

**Compliance with OSHA**

Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued thereunder. In no event shall Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act.

**Limitation of Liability**

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