

# limited warranty rider

This Rider incorporates by reference the Terms and Conditions in GE Zenith Controls Standard Terms and Conditions of Sale (herein called GETCPQ), and includes the following additional provisions contained herein. In the event of conflict between this Rider and GETCPQ, the Rider shall take precedence.

**WARRANTY:** Seller warrants to Customer that during the "Warranty Period" applicable for its Power Quality ZTE, ZTS Series, and ZTG Series transfer switch Product furnished hereunder, (the "Product") will be free from defects in material, workmanship and title.

The warranty period ("Warranty Period") for the following transfer switch Products is twenty-four (24) months after shipment:

**ZTE Series**  
**ZTS Series**

The warranty period ("Warranty Period") for the following transfer switch Products is twelve (12) months after shipment:

**ZTG Series**

**WARRANTY:** Seller warrants to Customer that during the "Warranty Period" applicable for its Power Quality ZTX Series transfer switch Product furnished hereunder (the "Product") will be free from defects in material and title.

The warranty period ("Warranty Period") for the following transfer switch Products is twelve (12) months after shipment:

**ZTX Series**

**REPLACEMENT PARTS:** GE Zenith warrants replacement parts for a period of 90 days when installed by the GE Zenith Factory or a GE Zenith authorized service station.

In no case do the warranties apply to any failure or nonconformance with specifications caused by or attributable to any associated or complementary products not supplied under these Terms and Conditions, nor shall it in any case apply to the quantity or quality of the product of Customer or the process of manufacture on which any products are used. The warranties and remedies set forth herein are conditioned upon (a) proper transportation, handling, storage, installation, commissioning, operation, use and maintenance in conformance with the operation instruction manuals (including revisions thereto) provided by Seller, any applicable recommendations of Seller and any applicable laws, regulations or codes (b) repair or modification pursuant to Seller's instructions or approval and (c)

Customer promptly notifying Seller of any defects and, if required, promptly making the Product available for correction at Customer's expense. The warranty shall not apply (a) if Customer or any other unauthorized person has made any modifications, alterations or repairs to the Product not authorized by Seller, including Customer's use of parts in conjunction with the Product not admitted or delivered by Seller, (b) to a Product with removed or altered serial numbers, (c) to a Product damaged by acts of God, sources external to the Product, misuse, accident, abuse, neglect, negligence, or use beyond rated capacity.

If any Product or service fails to meet the foregoing warranties (except title), Seller shall thereupon correct any such failure either, at its option, by (i) repairing any defective or damaged part or Product and/or reperforming any defective service or (ii) making available, F.O.B. at Seller's facility, place of manufacture or other mutually agreed upon point of shipment, any necessary repaired or replacement parts; provided, however, that prior to repairing any defective or damaged part or Product, Seller shall have received, at Customer's cost, such part or Product in need of repair or replacement. If reperformance is not practicable, Seller will furnish without charge services in an amount essentially equal to those that, in the sole judgment of Seller, would have been required for reperformance. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price. In providing a replacement Product or parts, Seller reserves the right to use refurbished material, which shall be warranted in accordance with this Warranty Provision. The correction of any failure or the supply of repaired or replacement parts or Products pursuant to this Warranty Provision shall not extend the duration of the applicable Warranty Period.

The Warranty does not cover routine maintenance or expendable parts such as light bulbs, fuses and the like or field labor outside the guidelines, standards and requirements issues and authorized by GE Power Quality. Failure of components where monthly testing and preventative maintenance is not performed and documented will not be covered. Investigative labor will not be covered by this Warranty if the GE Power Quality product listed herein proves to be functioning properly or, if the service is caused by the failure by the Customer to meet Seller requirements. Premium labor (holiday, weekend, etc.) is provided under this Warranty only at GE Power Quality Service Department discretion.

The Warranty Period applicable to each Product can be extended, if Customer purchases an extended warranty from Seller. If Customer purchases an extended warranty from Seller, the terms of such extended warranty shall supersede these warranty provisions.



# limited warranty rider

THE PRECEDING PARAGRAPHS OF THIS WARRANTY PROVISION set forth the exclusive remedies for claims (EXCEPT AS TO TITLE) BASED ON DEFECT IN OR FAILURE OF A PRODUCT, WHETHER THE CLAIM IS IN CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Upon the expiration of the applicable Warranty Period, all such liability shall terminate and Customer shall have a reasonable time, not to exceed thirty (30) days after the applicable Warranty Period, to give written notice of any defects that appeared during the Warranty Period. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

**INSTALLATION AND COMMISSIONING OF INSTALLABLE SYSTEMS:**  
If the Products cannot be installed immediately after delivery, Customer is responsible for maintaining proper storage conditions according to operating manuals and any other instructions provided by Seller.

Installable Products may only be installed by certified electrical installers and must be installed according to Seller's specifications, appropriate national electrical codes and accepted standards of workmanship. For purposes of these GE Zenith Controls Terms and Conditions, "installable Products" shall mean Products that require the services of a certified electrical installer to be connected to the power grid.

This warranty is valid only in the United States and for units sold and installed within the GE Zenith specified countries listed below. For other international sales, parts only (labor excluded) are covered for a period of one year from the date of shipment from the GE Zenith factory. GE Zenith will not pay for international freight or customs charges on replacements under any warranty claims.

Specified Countries with Warranty Support (Parts and Labor) under this Rider:

Brazil	Indonesia	Saudi Arabia
Cayman Islands	Korea	Singapore
China	Kuwait	Taiwan
Costa Rica	Malaysia	Thailand
Ecuador	Mexico	Trinidad & Tobago
Egypt	Nicaragua **	Venezuela
El Salvador **	Panama	Vietnam
Guatemala **	Philippines	
India	Puerto Rico	

\*\* Service Support provided by partners based in Costa Rica



GE Energy – Digital Energy  
830 W 40th Street, Chicago, IL 60609 USA  
800 637 1738 [www.gepowerquality.com](http://www.gepowerquality.com)

Information subject to change without notice. Please verify all details with GE.  
GETCPQ-ATS (7/10) © 2010 General Electric Company All Rights Reserved