



# Warranty Information

Product warranty is the sole responsibility of BD Electrical. No OEM warranty is expressed or implied. BD Electrical, Inc. provides the following Limited Warranty for its electrical equipment, components and parts:

## 1. CONDITIONS OF LIMITED WARRANTY

BD Electrical, Inc. warrants to the first purchaser that its reconditioned electrical equipment, components and parts are free from operational defects from the date BD ships the product to the period of time stated in the Limited Warranty Period Chart contained in Paragraph 3 provided that the product was installed, operated and maintained as required by this Limited Warranty Program.

The sole obligation of BD Electrical, Inc. under this Limited Warranty will be to replace or repair, at its option, any defective equipment, component or part with reasonably equivalent equipment, component or part during normal working hours. If reasonably equivalent equipment or reasonably equivalent part is not available, the purchase price of the product will be refunded. The financial liability of BD Electrical, Inc. under this Limited Warranty shall not, in any case, exceed the cost of replacement or repair, and all such liability will terminate at the expiration of the warranty period. THIS LIMITED WARRANTY EXCLUDES CONSEQUENTIAL, LIQUIDATED, INCIDENTAL OR PUNITIVE DAMAGES AND MAY LIMIT THE DURATION OF IMPLIED WARRANTIES THAT MAY OTHERWISE BE AVAILABLE UNDER THE STATE LAW OF THE STATE IN WHICH PURCHASER DOES BUSINESS. THIS LIMITED WARRANTY ALSO EXCLUDES LIABILITY FOR DAMAGES ATTRIBUTABLE DUE TO BUSINESS INTERRUPTION, AGGRAVATION, LOSS OF BUSINESS OPPORTUNITY, PERSONAL INJURY, DEATH, PAIN OR SUFFERING AND ATTORNEY FEES OR COSTS.

BD reserves the right to review and inspect the claimed defective equipment or part at the site where any failure may have occurred. The costs incurred for shipping of defective equipment or defective parts to BD Electrical, Inc. for inspection shall be paid by the purchaser. If it is determined that the equipment or part sold by BD Electrical, Inc. is operationally defective, the purchaser will be reimbursed for the shipping charges. BD Electrical, Inc. reserves the right to negotiate the cost of repairs or replacement of defective products. If BD Electrical, Inc. determines, in its sole discretion, that it is impractical to ship the defective electrical equipment or part to BD, it may designate an equipment repair facility to inspect and estimate the cost to repair or replace the defective equipment or part. The cost of shipping the defective equipment or part to and from such designated repair facility shall be paid by the purchaser. If it is determined that the equipment or part sold by BD Electrical, Inc. is operationally defective, the purchaser will be reimbursed for the shipping charges. Defective products must remain available for inspection until the claim is finalized.

## 2. EXCLUSIONS FROM THIS LIMITED WARRANTY

THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY BD ELECTRICAL, INC. EXCEPT AS STATED IN THIS BD ELECTRICAL LIMITED WARRANTY PROGRAM DOCUMENT, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND CONCERNING THE EQUIPMENT, COMPONENTS, PARTS AND PRODUCTS SOLD BY BD ELECTRICAL, INC. TO PURCHASER ARE DISCLAIMED.

The Limited Warranty of BD Electrical, Inc. is void under any of the following conditions:

- 1 This Limited Warranty does not cover scratches or discolorations of paint.
- 1 The claimed defective equipment, component or part is not provided to BD Electrical, Inc. for its inspection at the expense of purchaser.
- 1 BD Electrical, Inc. determines that the equipment, component or part has not been properly installed or has been abused, misused, neglected, altered or tampered with in any way.

- 1 BD Electrical, Inc. determines that the equipment, component or part has been overloaded.
- 1 BD Electrical, Inc. determines that the equipment, component or part is not defective.
- 1 The equipment claimed to be defective has been moved from its original place of installation.
- 1 BD Electrical, Inc. determines that the equipment, component or part has been abused, misused or not properly maintained.
- 1 The equipment, component or part has been operated in a corrosive environment or exposed to a corrosive atmosphere or other damaging environmental condition causing deterioration of metal services or integral components or parts.
- 1 The equipment, component or part claimed to be defective was damaged due by the neglect of purchaser to fire, floods, storms, electrical malfunctions, accidents, acts of God or other extraordinary cause beyond the control of BD Electrical, Inc.
- 1 The item label on the equipment, component or part has been removed or altered after the product has been shipped by BD Electrical, Inc. to purchaser.

**3. LIMITED WARRANTY PERIOD CHART**

The equipment, component or part sold to purchaser by BD Electrical, Inc. will be free from operational defects and subject to replacement or repair if defective within the warranty periods stated in the following Limited Warranty Period Chart.

<b>LIMITED WARRANTY PERIODS CHART</b>	
<b>PRODUCT CATEGORY</b>	<b>WARRANTY PERIOD</b>
<b>Bus Plugs</b>	<b>2 Year</b>
<b>Bus Duct</b>	<b>2 Year</b>
<b>Switchgear</b>	<b>2 Year *</b>
<b>Disconnects</b>	<b>2 Year</b>
<b>Circuit Breakers</b>	<b>2 Year *</b>
<b>Starters</b>	<b>1 Year *</b>
<b>Transformers</b>	<b>2 Year</b>
<b>Fuses</b>	<b>no warranty</b>
<b>* Electronic components have six (6) month warranty.</b>	

Any replacement or repaired equipment, component or part furnished by BD Electrical, Inc. under this Limited Warranty will have a warranty only for that remaining portion of the original warranty period as expressed in the Limited Warranty Period Chart. For example, if a defective bus plug is repaired or replaced after the first year, the replacement bus plug will have from the date of original shipment a one year remaining warranty period.

**4. PURCHASER’S RESPONSIBILITIES**

All equipment sold by BD Electrical, Inc. to purchaser must be installed by a licensed contractor. The purchaser/owner of the equipment is responsible for the required periodic maintenance or service of all equipment purchased from BD Electrical, Inc. Failure to properly install, use or maintain the equipment purchased from BD Electrical, Inc. by purchaser voids this Limited Warranty. The purchaser/owner may not assign, transfer or convey this Limited Warranty. This Limited Warranty Program will be void if the equipment, component or part is assigned, transferred or conveyed to any party other than purchaser.

**5. DISPUTE RESOLUTION**

BD Electrical, Inc. and purchaser agree that the exclusive means of dispute resolution pertaining to this Limited Warranty and any claims for defective equipment, components or parts sold to purchaser by BD Electrical, Inc. shall be binding arbitration according to the commercial rules of the American Arbitration Association held at a mutually agreeable location in Howell, Livingston County, Michigan.

**THANK YOU**

Your purchase of BD Electrical, Inc.’s products is greatly appreciated. Please take the time to read and understand the contents of our Limited Warranty. The Limited Warranty lets you know what to expect from us and what your responsibilities are as user of our products.

Thank you.