



# RIDER TO GENERAL TERMS AND CONDITIONS OF SALE

## MAGNETEK, INC. RENEWABLE ENERGY BUSINESS

Effective July 16, 2018

1. **SCOPE.** This Rider supplements the Magnetek General Terms and Conditions of Sale published on Magnetek, Inc.’s website at [www.magnetek.com](http://www.magnetek.com) (the “Magnetek General Terms”), and contains additional terms specific to the purchase and sale of products offered and sold by Magnetek’s Renewable Energy Business. Any terms and conditions contained in this Rider, which are contrary to or different from the Magnetek General Terms, shall govern. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Magnetek General Terms.
2. **LIMITED WARRANTY TERMS AND TIME PERIODS.** The warranty periods for new Renewable Energy Business Products are as follows:

**Products Manufactured by Magnetek, Inc.:** All Renewable Energy Business Products manufactured by Magnetek, Inc. (“Magnetek”) are subject to the limited warranty provided in the Magnetek General Terms (published on Magnetek, Inc.’s website at [www.magnetek.com](http://www.magnetek.com)). The warranty period for Renewable Energy Business Products manufactured by Magnetek begins on the date of shipment and is in effect for the time period below:

| MANUFACTURED & REPAIRED BY MAGNETEK | WARRANTY PERIOD TIME | SPECIAL | WARRANTY AVAILABLE |
|-------------------------------------|----------------------|---------|--------------------|
| E-Force Wind Converters             | Consult Factory      |         | Consult Factory    |
| E-Force PV Converters               | Consult Factory      |         | Consult Factory    |
| Parts                               |                      | 90 Days |                    |
| Product Repairs                     |                      | 90 Days |                    |

Experimental and prototype products are excluded from and not covered by any warranty.

Unless otherwise specified in writing by Magnetek, the warranty period for repairs and other service work performed by Magnetek to customer pre-owned Renewable Energy Business Products shall be for ninety (90) days after delivery of the repaired/serviced product to Buyer.



**Products Manufactured by Third Parties:** Magnetek does not warrant products or accessories manufactured by third parties and hereby disclaims all representations and warranties, express or implied, as to the products manufactured by any such third party, including but not limited to any implied warranty of non-infringement of third party intellectual property rights, merchantability or fitness for a particular purpose.

3. **MINIMUM ORDER VALUE.** All purchase orders for Renewable Energy Business Products must have a total purchase price of at least \$500.00.
4. **SEVERABILITY.** The invalidity, in whole or in part, of any provision of this Rider shall not affect the validity or enforceability of any other provision herein.
5. **HEADINGS.** The headings in this Rider are included for convenience only and shall neither affect the construction or interpretation of any provision in this Rider nor affect any of the rights or obligations of the parties to any sales contract of which this Rider is made a part.
6. **AMBIGUITIES.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting any sales contract of which this Rider is made a part.