



ABVOLT ELECTRIC INC.

(Representing ProEnergias / Lakshmi Transformers and Electricals)

Warranty & Terms and Conditions

1. Agreement Overview

1.1 These Terms and Conditions (“Agreement”) constitute the entire and exclusive agreement between **Abvolt Electric Inc.** (hereinafter referred to as the “Seller”) and the purchaser of Seller’s goods or services (the “Purchaser”).

1.2 This Agreement supersedes and replaces any conflicting terms or conditions proposed by the Purchaser, unless expressly accepted in writing by an authorized representative of the Seller.

1.3 Any purchase order containing penalty clauses for late delivery shall not be binding on the Seller unless expressly confirmed in writing by the Seller.

1.4 Unless otherwise specified, all quotations issued by the Seller are valid for thirty (30) calendar days from the date of issuance.

2. Warranty Coverage

2.1 **Standard Catalog Products** – Ten (10) years from the date of manufacture.

2.2 **Non-Catalog Products** – One (1) year from the date of manufacture.

2.3 The Seller shall, at its sole discretion, repair or replace any product found to be defective in material or workmanship, provided that written notice of the defect is received within the applicable warranty period.

2.4 Products manufactured by third parties are warranted solely in accordance with the original manufacturer’s warranty.

2.5 No warranties, express or implied, shall apply beyond those explicitly stated herein, including any implied warranty of merchantability or fitness for a particular purpose.

2.6 Any unauthorized repair, modification, or alteration of the product will void the

warranty.

2.7 Replacement or repaired products shall carry only the remainder of the original warranty period.

2.8 Experimental, prototype, or pre-production products are expressly excluded from warranty coverage.

3. Warranty Exclusions

3.1 This warranty does not cover damage, defect, or failure caused by:

- (a) Negligence, misuse, or abuse by the Purchaser or third parties;
- (b) Failure to follow Seller's instructions or guidelines;
- (c) Unauthorized modifications or repairs;
- (d) Incorrect installation or overloading; or
- (e) Environmental conditions beyond specified product limits.

3.2 The Purchaser shall indemnify and hold the Seller harmless from any claims, damages, or liabilities arising from such exclusions.

4. Limitation of Liability

4.1 The Seller's total liability, whether in contract, tort, or otherwise, shall not exceed the purchase price actually paid for the specific product giving rise to the claim.

4.2 The Seller shall not, under any circumstances, be liable for indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of profits, revenue, or business opportunities.

4.3 All claims must be initiated within one (1) year from the date the cause of action arises.

5. Intellectual Property

5.1 The Seller shall defend the Purchaser against valid third-party claims of patent infringement for products solely designed by the Seller.

5.2 The Seller assumes no liability for infringement claims arising from designs, specifications, or instructions provided by the Purchaser.

6. Delivery Terms

6.1 All delivery dates are estimates only and not guarantees.

6.2 Risk of loss or damage passes to the Purchaser upon delivery of goods to the carrier.

7. Force Majeure

7.1 The Seller shall not be liable for delays or failure to perform due to causes beyond its reasonable control, including but not limited to natural disasters, acts of God, strikes, labor disputes, material shortages, governmental actions, or transportation disruptions.

8. Order Changes and Returns

8.1 No order may be cancelled, postponed, or modified without the Seller's prior written consent.

8.2 Returns require prior written authorization from the Seller and may be subject to restocking charges.

9. Payment Terms

9.1 Payment is due upon receipt of invoice unless otherwise agreed in writing.

9.2 Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is lower.

10. Retention of Title

10.1 Title to the goods shall remain with the Seller until payment in full has been received.

10.2 The Seller reserves the right to repossess goods in the event of non-payment.

11. Tooling and Design Changes

11.1 Payment of tooling charges does not convey ownership of the tooling unless expressly agreed in writing.

11.2 The Seller reserves the right to modify product designs without prior notice.

12. Taxes and Charges

12.1 All prices are exclusive of taxes, duties, tariffs, and other governmental charges, which shall be borne by the Purchaser.

13. Collections and Security Interest

13.1 In the event of default, the Purchaser shall be liable for all reasonable costs of collection, including attorney's fees.

13.2 The Seller retains a security interest in all goods delivered until payment in full is received.

14. Freight and Special Charges

14.1 Prepaid freight applies to orders of \$5,000 or more within the Metro Vancouver region.

14.2 Any additional charges for tailgate services, unloading equipment, or special delivery requirements shall be the responsibility of the Purchaser.

15. General Provisions

15.1 This Agreement shall be governed by and construed in accordance with the laws of the applicable jurisdiction in which the Seller operates.

15.2 The products sold hereunder are not intended for use in high-risk or hazardous applications.

15.3 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
