

Casper | Procurement  
College | Department

125 College Drive, Casper WY 82601

Issue Date 08/02/2023

**Addendum #1**

RFP #CC589-23

GATEWAY GENERATOR INSTALL

**Specification for College purchased generator and transfer switch:**

Attached is specification for the Cummins GFGA generator and the Schneider Electric 7000 series bypass transfer switch.



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# Gaseous Fuel Generator Set Model GFGA

## KW(KVA) @ 0.8 P.F.

Compression Ratio	60 HZ-1800 RPM Standby	60 HZ-1800 RPM Prime	50 HZ-1500 RPM Standby	50 HZ-1500 RPM Prime
10:1 (note 1)	500(625)	450(562)	430(537)	380(475)
8:5:1 (note 2)	480(600)	420(525)	415(519)	370(462)

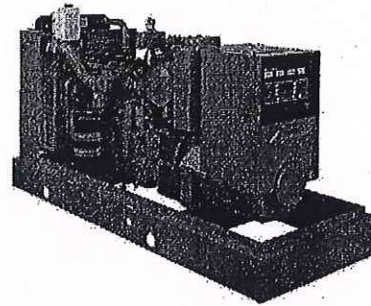
### Notes:

- 1) 21°C (90°F) or lower water temperature to the aftercooler or use of air to air aftercooler w/100°F or lower air temperature to the radiator.
- 2) 54°C (130°F) or lower water temperature to the aftercooler or use of air to air aftercooler w/130°F or lower air temperature to the radiator.

## Fuel Application Guide

Compression Ratio	8:5:1	10:1
Dry Processed Natural Gas	Yes	Yes
Propane (HD-5)	Yes	NA

All gases such as field gas, digester, and sewage gas will require an analysis of the specified gas and pre-approval from CNGE. Consult your Cummins Distributor for details.



## Description

The Cummins NPower GF-series commercial generator set is a fully integrated power generation system providing optimum performance, reliability, and versatility for stationary standby or prime power applications.

A primary feature of the GF GenSet is strong motor-starting capability and fast recovery from transient load changes. The torque-matched system includes a heavy-duty Cummins 4-cycle spark ignited engine, an AC alternator with high motor-starting kVA capacity, and an electronic voltage regulator with three phase sensing for precise regulation under steady-state or transient loads. The GF GenSet accepts 100% of the nameplate standby rating in one step. \*

The standard PowerCommand® digital electronic control is an integrated system that combines engine and alternator controls for high reliability and optimum GenSet performance.

Optional weather-protective housings and coolant heaters shield the generator set from extreme operating conditions. Environmental concerns are addressed by low exhaust emission engines, sound-attenuated housings, exhaust silencers, and dual-wall fuel tanks. A wide range of options, accessories, and services are available, allowing configuration to your specific power generation needs.

Every production unit is factory tested at rated load and power factor. This testing includes demonstration of rated power and single-step rated load pickup. Cummins NPower manufacturing facilities include quality standards, emphasizing our commitment to high quality in the design, manufacture, and support of our products. The generator is CSA certified. The PowerCommand control is UL508 Listed.

All Cummins NPower generator sets are backed by a comprehensive warranty program and supported by a worldwide network of 170 distributors and service branches to assist with warranty, service, parts, and planned maintenance support.

## Features

**Cummins Heavy-Duty Engine** - Rugged 4-cycle industrial spark ignited engine delivers reliable power, low emissions, and fast response to load changes.

**Alternator** - Several alternator sizes offer selectable motor-starting capability with low reactance .2/3 pitch windings, low waveform distortion with non-linear loads, fault-clearing short-circuit capability, and class H insulation. The alternator electrical insulation system is UL1446 Recognized.

**Control Systems** - The PowerCommand electronic control is standard equipment and provides total genset system integration, including automatic remote starting/stopping, precise voltage regulation, alarm and status message display, AmpSentry™ protection, output metering, auto-shutdown at fault detection, and NFPA 110 compliance. PowerCommand control is Listed to UL508.

**Cooling System** - Standard cooling package provides reliable running at the rated power level, at up to 40°C ambient temperature.

**Housings** - Optional weather-protective housings are available.

**Certifications** - Generators are designed, manufactured, tested, and certified to relevant UL, NFPA, ISO, IEC, and CSA standards.

**Warranty and Service** - Backed by a comprehensive warranty and worldwide distributor service network.

\*Adequate fuel pressure and volume must be provided. Engines must be equipped with a functioning jacket water heater.



## Generator Set

The general specifications provide representative configuration details. Consult the outline drawing for installation design.

### Specifications – General

See outline drawing 6062-01C for installation design specifications. (Drawing# 6299-01C – for enclosed units)

Unit Width, in (mm)	95" (2413)
Unit Height, in (mm)	98" (2489)
Unit Length, in (mm)	168" (4267)
Unit Dry Weight, lb (kg)	14758 (6915)
Rated Speed, rpm	1800
Voltage Regulation, No Load to Full Load	±1.0%
Random Voltage Variation	±1.0%
Frequency Regulation	5%
Random Frequency Variation	±0.5%
Radio Frequency Interference	Optional PMG excitation operates in compliance with BS800 and VDE level G and N. Addition of RFI protection kit allows operation per MIL-STD-461 and VDE level K.

### Rating Definitions

**X Standby Rating based on:** Applicable for supplying emergency power for the duration of normal power interruption. No sustained overload capability is available for this rating. (Equivalent to Fuel Stop Power in accordance with ISO3046, AS2789, DIN6271 and BS5514). Nominally rated.

**Prime (Unlimited Running Time) Rating based on:** Applicable for supplying power in lieu of commercially purchased power. Prime power is the maximum power available at a variable load for an unlimited number of hours. A 10% overload capability is available for limited time. (Equivalent to Prime Power in accordance with ISO8528 and Overload Power in accordance with ISO3046, AS2789, DIN6271, and BS5514). This rating is not applicable to all generator set models.

**Base Load (Continuous) Rating based on:** Applicable for supplying power continuously to a constant load up to the full output rating for unlimited hours. No sustained overload capability is available for this rating. Consult authorized distributor for rating. (Equivalent to Continuous Power in accordance with ISO8528, ISO3046, AS2789, DIN6271, and BS5514). This rating is not applicable to all generator set models.

### Site Derating Factors

Engine power available up to 3000' (m) at ambient temperatures up to 104°F (40°C). Above 3000' (m) derate at 4% per 1000 ft (305 m), and 1% per 10°F (2% per 11°C) above 104°F (40°C).

1) Data represents gross engine performance capabilities obtained and corrected in accordance with SAEJ1349 conditions of 29.61 in. Hg.(100KPa) barometric pressure [300 ft. (91m) altitude], 77°F (25°C) inlet air temperature, and 0.30 in. Hg.(100KPa) water vapor pressure using dry processed natural gas fuel with 905 BTU per standard cubic foot (33.72 kJ/l) lower heating value. Deration may be required due to altitude, temperature or type of fuel. Consult your local Cummins Distributor for details.

#### 2) FUEL SYSTEM

Standard Carburetor – IMPCO Make

Low Pressure Dry Processed Natural Gas – ( 905 BTU/ft. <sup>3</sup> L.H.V.)

Running Pressure to Carburetor (After Regulation) – in. H<sub>2</sub>O (mm H<sub>2</sub>O) ..... 5 ~ 7 (127~177)

Running Pressure to Engine Mounted Regulator ~ in. H<sub>2</sub>O (mm H<sub>2</sub>O) ..... 10 ~ 20 (254 ~ 508)

Minimum Gas Supply Pipe Size @ Engine – in. (mm) ..... 2.0 (50.8)

Gas Supply Filter Pressure Rating – PSI (kPa) ..... 100 (690)

The preceding pipe sizes are only suggestions and piping may vary with temperatures, distance from fuel supply and application of local codes. Gas must be available at adequate volume and pressure for engine at the regulator.



## Engine

Cummins heavy-duty spark ignited engines use advanced combustion technology for reliable and stable power, low emissions, and fast response to sudden load changes.

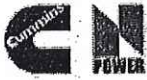
Electronic governing is standard for applications requiring constant (isochronous) frequency regulation such as Uninterruptible Power Supply (UPS) systems, non-linear loads, or sensitive electronic loads. Optional coolant heaters are recommended for all emergency standby installations or for any application requiring fast load acceptance after start-up.

## Specifications – Engine

<b>Base Engine</b>	Cummins Model	GTA28
<b>Displacement in<sup>3</sup> (L)</b>	1710 (28)	
<b>Overspeed Limit, rpm</b>	2100	
<b>Regenerative Power, kW</b>	-	
<b>Cylinder Block Configuration</b>	Cast iron with replacable wet cylinder liners	
<b>Cranking Current</b>	550 amps at ambient temperature of 32°F (0°C)	
<b>Battery Charging Alternator</b>	37 amps	
<b>Starting Voltage</b>	24-volt, negative ground	
<b>Lube Oil Filter Types</b>	Single spin-on canister-combination full flow with bypass	
<b>Standard Cooling System</b>	104°F (40°C) ambient radiator	

Fuel		STANDBY		
		1/2	3/4	Full
Fuel Consumption (Approximate)	Load kW	<u>250</u>	<u>375</u>	<u>500</u>
	CFH	3732	4651	6075
<b>Cooling</b>				
Heat Rejection to Coolant*		34540 Btu/Min	(609) kw	
Heat Rejection to Room		4140 Btu/Min	(73) kw	
Coolant Capacity (with radiator)		45 US/Gal	(170) L	
Coolant Flow Rate		214 Gal/Min	(810) L/Min	
Maximum Coolant Friction Head		5 psi	(34) kPa	
Maximum Coolant Static Head		60 ft	(18) m	
Radiator Fan Load		52.5 HP	(39) kw	
<b>Air</b>				
Combustion Air		1799 cfm		
Maximum Air Cleaner Restriction		15 in H <sub>2</sub> O	(381) mm H <sub>2</sub> O	
Alternator Cooling Air		1770 cfm	(50.1) cu m/min	
Radiator Cooling Air		74000cfm	(34883) L/sec	
Maximum Restriction at Radiator Discharge (static)		0.5 in H <sub>2</sub> O	(13) mm H <sub>2</sub> O	
<b>Exhaust</b>				
Gas Flow (Full Load)		4302 cfm	(86) L/sec	
Gas Temperature		1100°F	(593) °C	
Maximum Back Pressure		2 in Hg	(50) mm Hg	
<b>Engine</b>				
Gross Engine Power Output		770 bhp	(574) kw	
BMEP		198 psi	(1370) kPa	
Piston Speed		1800 ft/min	(9.14) m/s	

\* Jacket water only. Contact factory for aftercooler heat rejections and coolant flows



## Alternator

Several alternators are available for application flexibility based on the required motor-starting kVA and other requirements. Larger alternator sizes have lower temperature rise for longer life of the alternator insulation system. In addition, larger alternator sizes can provide a cost-effective use of engine power in across-the-line motor-starting applications and can be used to minimize voltage waveform distortion caused by non-linear loads.

Single-bearing alternators couple directly to the engine flywheel with flexible discs for drivetrain reliability and durability. No gear reducers or speed changers are used. Two-thirds pitch windings eliminate third-order harmonic content of the AC voltage waveform and provide the standardization desired for paralleling of generator sets. The standard excitation system is a self (shunt) excited system with the voltage regulator powered directly from the generator set output.

### Alternator Application Notes

**Separately Excited Permanent Magnet Generator (PMG) System** - This option uses an integral PMG to supply power to the voltage regulator. A PMG system generally has better motor-starting performance, lower voltage dip upon load application, and better immunity from problems with harmonics in the main alternator output induced by non-linear loads. This option is recommended for use in applications that have large transient loads, sensitive electronic loads (especially UPS applications), harmonic content, or that require sustained short-circuit current (sustained 3-phase short circuit current at approximately 3 times rated for 10 seconds).

**Alternator Sizes** - On any given model, various alternator sizes are available to meet individual application needs. Alternator sizes are differentiated by maximum winding temperature rise, at the generator set standby or prime rating, when operated in a 40°C ambient environment. Available temperature rises range from 80°C to 150°C. Not all temperature rise selections are available on all models. Lower temperature rise is accomplished using larger alternators at lower current density. Lower temperature rise alternators have higher motor-starting kVA, lower voltage dip upon load application, and they are generally recommended to limit voltage distortion and heating due to harmonics induced by non-linear loads.

**Alternator Space Heater** - is recommended to inhibit condensation.

### Available Output Voltages

#### Three Phase Reconnectable

- 120/208
- 127/220
- 139/240
- 120/240
- 240/416
- 254/440
- 277/480

#### Single Phase Non-Reconnectable

- 120/240

#### Three Phase Non-Reconnectable

- 220/380
- 347/600



## Specifications – Alternator

<b>Design</b>	Brushless, 4-pole, drip-proof revolving field
<b>Stator</b>	2/3 pitch
<b>Rotor</b>	Direct-coupled by flexible disc
<b>Insulation System</b>	Class H per NEMA MG1-1.65
<b>Standard Temperature Rise</b>	125°C standby
<b>Exciter Type</b>	PMG
<b>Phase Rotation</b>	A (U), B (V), C (W)
<b>Alternator Cooling</b>	Direct-drive centrifugal blower
<b>AC Waveform Total Harmonic Distortion</b>	<5% total no load to full linear load <3% for any single harmonic
<b>Telephone Influence Factor (TIF)</b>	<50 per NEMA MG1-22.43.
<b>Telephone Harmonic Factor (THF)</b>	<3

	80°C Alternator			X 105°C Alternator			125°C Alternator				
<b>Voltage Ranges</b> The broad range alternator can supply single phase output up to 2/3 of the set rated 3-phase kW at 1.0 power factor	110/190 thru 139/240 220/380 Thru 277/480 120/240*		347/600	110/190 thru 139/240 220/380 Thru 277/480 120/240		347/600	110/190 Thru 139/240 220/380 Thru 277/480 120/240*	120/208 Thru 139/240 240/416 Thru 277/480 120/240*	277/480	347/600	
<b>Motor Starting</b> Maximum kVA (90% Sustained Voltage)	<u>Broad Range</u> 2944	<u>600 V</u> 2429		<u>Broad Range</u> 2429	<u>600V</u> 2208		<u>Broad Range</u> 2208	<u>480V</u> 1896	<u>600V</u> 1896		
<b>Alternator Data Sheet Numbers</b>	309	308		308	307		307	306	306		
<b>Full Load Current</b> (Amps @ Standby Rating)	<u>120/208</u> 1734	<u>127/220</u> 1640		<u>139/240</u> 1503	<u>220/380</u> 949	<u>240/416</u> 867	<u>254/440</u> 820	X <u>277/480</u> X 752	<u>347/600</u> 601		

**Notes:**

1. The broad range alternators can supply single phase output up to 2/3 set rated 3-phase kW at 1.0 power factor.
2. The extended stack (full single phase output) and 4 lead alternators can supply single phase output up to full set rated 3-phase kW at 1.0 power factor.

## Control System

	<b>PowerCommand Control with AmpSentry™ Protection</b>	
<ul style="list-style-type: none"> <li>The PowerCommand Control is an integrated generator set control system providing governing, voltage regulation, engine protection, and operator interface functions.</li> <li>PowerCommand Controls include integral AmpSentry protection. AmpSentry provides a full range of alternator protection functions that are matched to the alternator provided.</li> <li>Controls provided include Battery monitoring and testing features, and Smart-Starting control system.</li> <li>InPower PC-based service tool available for detailed diagnostics.</li> <li>Available with Echelon LonWorks™ network interface.</li> <li>NEMA 3R enclosure.</li> <li>Suitable for operation in ambient temperatures from -40C to +70C, and altitudes to 13,000 feet (5000 meters).</li> <li>Prototype tested; UL, CSA, and CE compliant.</li> </ul>		
<b>AmpSentry AC Protection</b>	<b>Engine Protection</b>	<b>Operator Interface</b>
<ul style="list-style-type: none"> <li>Overcurrent and short circuit shutdown</li> <li>Overcurrent warning</li> <li>Single &amp; 3-phase fault regulation</li> <li>Over and under voltage shutdown</li> <li>Over and under frequency shutdown</li> <li>Overload warning with alarm contact</li> <li>Reverse power and reverse Var shutdown</li> <li>Excitation fault</li> </ul>	<ul style="list-style-type: none"> <li>Overspeed shutdown</li> <li>Low oil pressure warning and shutdown</li> <li>High coolant temperature warning and shutdown</li> <li>High oil temperature warning (optional)</li> <li>Low coolant level warning or shutdown</li> <li>Low coolant temperature warning</li> <li>High and low battery voltage warning</li> <li>Weak battery warning</li> <li>Dead battery shutdown</li> <li>Fail to start (overcrank) shutdown</li> <li>Fail to crank shutdown</li> <li>Redundant start disconnect</li> <li>Cranking lockout</li> <li>Sensor failure indication</li> </ul>	<ul style="list-style-type: none"> <li>OFF/MANUAL/AUTO mode switch</li> <li>MANUAL RUN/STOP switch</li> <li>Panel lamp test switch</li> <li>Emergency Stop switch</li> <li>Alpha-numeric display with pushbutton access, for viewing engine and alternator data and providing setup, controls, and adjustments</li> <li>LED lamps indicating genset running, not in auto, common warning, common shutdown</li> <li>(5) configurable LED lamps</li> <li>LED Bargraph AC data display (optional)</li> </ul>
<b>Alternator Data</b>	<b>Engine Data</b>	<b>Other Data</b>
<ul style="list-style-type: none"> <li>Line-to-line and line-to-neutral AC volts</li> <li>3-phase AC current</li> <li>Frequency</li> <li>Total and individual phase kW and kVA</li> </ul>	<ul style="list-style-type: none"> <li>DC voltage</li> <li>Lube oil pressure</li> <li>Coolant temperature</li> <li>Lube oil temperature (optional)</li> </ul>	<ul style="list-style-type: none"> <li>Genset model data</li> <li>Start attempts, starts, running hours</li> <li>KW hours (total and since reset)</li> <li>Fault history</li> <li>Load profile (hours less than 30% and hours more than 90% load)</li> <li>System data display (optional with network and other PowerCommand gensets or transfer switches)</li> </ul>
<b>Voltage Regulation</b>		
<ul style="list-style-type: none"> <li>Integrated digital electronic voltage regulator</li> <li>3-phase line to neutral sensing</li> <li>PMG (Optional)</li> <li>Single and three phase fault regulation</li> <li>Configurable torque matching</li> </ul>		<b>Control Functions</b>
<ul style="list-style-type: none"> <li>Data logging on faults</li> <li>Fault simulation (requires InPower)</li> <li>Time delay start and cooldown</li> <li>Cycle cranking</li> <li>(4) Configurable customer inputs</li> <li>(4) Configurable customer outputs</li> <li>(8) Configurable network inputs and (16) outputs (with optional network)</li> </ul>		
<b>Options</b>		
<ul style="list-style-type: none"> <li><input type="checkbox"/> Power Transfer Control</li> <li><input type="checkbox"/> Analog AC Meter Display</li> <li><input type="checkbox"/> Thermostatically Controlled Space Heater</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Key-type mode switch</li> <li><input type="checkbox"/> Ground fault module</li> <li><input type="checkbox"/> Engine oil temperature</li> <li><input type="checkbox"/> Auxiliary Relays (3)</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Echelon LonWorks interface</li> <li><input type="checkbox"/> Digital input and output module(s) (loose)</li> <li><input type="checkbox"/> Remote annunciator (loose)</li> </ul>



## Generator Set Options

### Engine

- 120/240 V, W coolant heaters
- 120/240 V, W lube oil heater
- Electronic governor

### Cooling System

- Heat exchanger cooling
- Remote radiator cooling

### Fuel System

- Flexible fuel connector
- Fuel strainer
- Dual fuel systems

### Alternator

- 105°C rise alternator
- 125°C rise alternator
- 120/240 V, 100 W anti-condensation heater
- Single phase

### Exhaust System

- GenSet mounted muffler
- Heavy duty exhaust elbow
- Slip on exhaust connection

### Generator Set

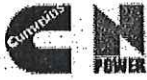
- AC entrance box
- Batteries
- Battery charger
- Export box packaging
- Main line circuit breaker
- PowerCommand Network Communication Module (NCM)
- Stage I housing w/silencer
- Stage II housing w/silencer
- Remote annunciator panel
- Spring isolators
- Weather protective enclosure with silencer
- 2 year standby warranty
- 5 year basic power warranty

## Available Products and Services

A wide range of products and services is available to match your power generation system requirements. Cummins Power Generation products and services include:

- Diesel and Spark-Ignited Generator Sets
- Transfer Switches
- Bypass Switches
- Parallel Load Transfer Equipment
- Digital Paralleling Switchgear
- PowerCommand Network and Software
- Distributor Application Support
- Planned Maintenance Agreements





## Warranty

All components and subsystems are covered by an express limited one-year warranty. Other optional and extended factory warranties and local distributor maintenance agreements are available. Contact your distributor/dealer for more information.

## Certifications



**CSA** - This generator is CSA certified to product class 4215-01.



**PTS** - The Prototype Test Support (PTS) program verifies the performance integrity of the generator set design. Products bearing the PTS symbol have been subjected to demanding tests in accordance to NFPA 110 to verify the design integrity and performance under both normal and abnormal operating conditions including short circuit, endurance, temperature rise, torsional vibration, and transient response, including full load pickup.

**See your distributor for more information**



Cummins NPower LLC  
875 Lawrence Drive  
DePere, WI 54115  
920.337.9750  
Fax: 920.337.9746  
[www.npower.cummins.com](http://www.npower.cummins.com)

Cummins and PowerCommand are registered trademarks of Cummins Inc.  
AmpSentry is a trademark of Cummins Inc.  
LonWorks is a registered trademark of Echelon

**Important:** Backfeed to a utility system can cause electrocution and/or property damage. Do not connect generator sets to any building electrical system except through an approved device or after building main switch is open.

**JOB NAME & QUOTATION NO:** Gateway Building ATS & K2-23-556606-2-1



#1	ATS	AMPS: 1600	QTY: 1
Product	: 7000 Series Bypass Transfer Switches	Catalog Number	: G07ATBB31600N5XM,44G,82E
Service Voltage / Hz	: 480V/60Hz	Optional Accessories	: 44G,82E
Bypass Isolation	: YES	Product Description	: 7000 Series, Automatic Open Transition ByPass Switch
No. of Switched Poles	: 4	Neutral Configuration	: Switched [B]
Withstand Rating:	: See WCR table below	No. of Cables & Lug Size	: 6, #1/0 AWG to 600 MCM
Frame = G, Switch Rating = 1600, Series = 7000			
Enclosure	: 3R(M)-UL Type 3R secure double door enclosure (See Disclaimer 3)	Service	: Three Phase, 4-wire
Extended Warranty	: Not Included	Markings	:
Price Each:			\$ [REDACTED]
Extended Price:			\$ [REDACTED]
Shipping to Zip Code	: 82601		\$ [REDACTED]
Estimated Shipment Period:	:	46 - 48 Week(s) (after final approval and release to Manufacturer)	

ACCESSORY DESCRIPTIONS		
#	Accessory Code	Description
1	44G	208-240VAC and or 440-480VAC Accessory 44 Strip heater is designed to keep humidity and or temperature within the ATS enclosure at acceptable levels. This accessory consists of a mounting bracket with strip heater, thermostat and terminal block.

**Address all Orders and Replies To:**

ASCO Power Technologies  
4891 Independence St., Suite 210  
Wheat Ridge CO 80033  
Phone No : (303) 952-6584

**JOB NAME & QUOTATION NO: Gateway Building ATS & K2-23-556606-2-1**

2	82E	Standard Bypass Isolation Status Display Replaced With Membrane Display to match the J and H frame switches. Should be used on G, Q, S, and U Bypass Switches.
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**JOB NAME & QUOTATION NO:** Gateway Building ATS & K2-23-556606-2-1

Sub Total - Product Net Price (Excludes Shipping & Handling, Warranty and Start Up)	██████████
Shipping and Handling (Standard Ground) to Zip Code: 82601	\$ ██████████
Startup Price to zip code: 82601	\$ ██████████
Extended Warranty	Not Included
Estimated Shipment Period	46 - 48 Week(s) (after final approval and release to Manufacturer)
Total Net Price	\$ ██████████

**Notes:**

ASCO Power Technology reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

Attached ASCO Terms and Conditions of Sale apply. ASCO Power and Services TCs Rev May 2022.pdf.

This quotation does not include applicable sales tax. If tax exempt, please provide a copy of your tax exemption certificate. Otherwise sales tax will be added.

This quotation supersedes any other discussions on quotations you may have received from ASCO pertaining to subject Gateway Building ATS .

We thank you for the opportunity to work with you on this project. Should you require any additional information, please feel free to contact us.

**Disclaimers**

1. This proposal is based on information supplied to ASCO which may or may not have been correct or complete. The customer is responsible for reviewing this proposal for compliance with the complete and final drawings and specifications.
2. Shipping & Handling charges are estimates only. Actual charges may vary based on final ship to address of item.
3. ASCO Power remains committed to supplying our customers. In doing so, ASCO Power operates strictly within the law applicable to our activities anywhere in the world. As such, we are monitoring the situation in Ukraine closely and adhering to all the applicable sanctions and laws. Please see the updated Export Control Obligations in Section 17 of our attached Terms and Conditions of Sale.
4. Type 3R enclosures provide a degree of protection against falling rain or snow, but may not be suitable for outdoor applications involving wind-blown rain or snow without a separate or supplemental shelter. Consult [customercare@ascopower.com](mailto:customercare@ascopower.com) for guidance if the switch will be subjected to wind-blown rain or snow.

ASCO UL-1008 Withstand and Closing Ratings 1.27  
(RMS Symmetrical Amps)

Frame	Switch Rating (Amps)		300, 4000 & 7000 Series										4000 & 7000 Series										7000 Series				
			Current Limiting Fuses					Specific Breaker					Time Based					Short Time Ratings <sup>3</sup> (sec)									
			Transfer Switches	Bypass Switches	480V Max.	600V Max.	Max Size, A	Glass	240V Max.	480V Max.	600V Max.	Time (sec)	240V Max.	480V Max.	600V Max.	480V Max.	600V Max.	480V Max.	600V Max.	480V Max.	600V Max.						
D	30	-	100kA	35kA	300	J	22kA	22kA	10kA	0.025	10kA	10kA	10kA	10kA	10kA	10kA	10kA	10kA	10kA								
D	70, 100	-	200kA	35kA	200	RK1	150kA	85kA	25kA	0.025	10kA	10kA	10kA	10kA	10kA	10kA	10kA	10kA	10kA								
D	150	-	200kA	35kA	200	RK1	150kA	85kA	25kA	0.025	10kA	10kA	10kA	10kA	10kA	10kA	10kA	10kA	10kA								
D	200	-	200kA	35kA	200	J	200kA	85kA	14kA	0.025	10kA	10kA	10kA	10kA	10kA	10kA	10kA	10kA	10kA								
D	230	-	200kA	35kA	200	RK1	200kA	85kA	14kA	0.025	10kA	10kA	10kA	10kA	10kA	10kA	10kA	10kA	10kA								
E	260, 400	-	200kA	35kA	600	J	65kA	42kA	22kA	0.05	35kA	35kA	22kA	22kA	22kA	22kA	22kA	22kA	22kA								
J	150, 200, 260	150, 200, 230, 260	200kA	200kA	600	J	200kA	200kA	42kA	0.05	65kA	42kA <sup>5</sup>	35kA	35kA	35kA	35kA	35kA	35kA	35kA	35kA							
J	400	400	200kA	200kA	800	J	65kA	42kA	42kA	0.05	65kA	42kA <sup>5</sup>	35kA	35kA	35kA	35kA	35kA	35kA	35kA	35kA							
J	600	600	200kA	200kA	800	L	65kA	42kA	42kA	0.05	65kA	42kA <sup>5</sup>	35kA	35kA	35kA	35kA	35kA	35kA	35kA	35kA							
H <sup>a</sup>	600	600	200kA	200kA	1600	L	65kA	150kA	65kA	0.05	50kA	50kA	50kA	50kA	50kA	50kA	50kA	50kA	50kA	50kA							
P <sup>a</sup>	800	800-1200	200kA	200kA	1600	L	65kA	150kA	65kA	0.05	50kA	50kA	50kA	50kA	50kA	50kA	50kA	50kA	50kA	50kA							
H	800-1200	800-1200	200kA	200kA	1600*	L	65kA	150kA	65kA	0.05	50kA	50kA	50kA	50kA	50kA	50kA	50kA	50kA	50kA	50kA							
G <sup>b</sup>	600-1600	600-1600	200kA	200kA	2000	L	65kA	150kA	65kA	0.05	65kA	65kA	65kA	65kA	65kA	65kA	65kA	65kA	65kA	65kA							
S <sup>a</sup>	800-1200	800-1200	200kA	200kA	2500	L	85kA	85kA	85kA	0.05	85kA	85kA	85kA	85kA	85kA	85kA	85kA	85kA	85kA	85kA							
C <sup>a</sup>	1000-1200	1000-1200	200kA	200kA	2000	L	85kA	85kA	85kA	0.05	85kA	85kA	85kA	85kA	85kA	85kA	85kA	85kA	85kA	85kA							
G	1600-2000 (Front Connected TS Only)	1600-2000	200kA	200kA	2500	L	85kA	85kA	85kA	0.05	100kA	100kA	100kA	100kA	100kA	100kA	100kA	100kA	100kA	100kA							
G <sup>b</sup>	1600-2000	1600-2000	200kA	200kA	3000	L	200kA	200kA	200kA	0.05	100kA	100kA	100kA	100kA	100kA	100kA	100kA	100kA	100kA	100kA							
S <sup>a</sup>	1600-2000	1600-2000	200kA	200kA	2500	L	100kA	100kA	85kA	0.05	100kA	100kA	100kA	100kA	100kA	100kA	100kA	100kA	100kA	100kA							
G	2500-3000	2500-3000	200kA	200kA	4000	L	125kA <sup>6</sup>	125kA <sup>6</sup>	100kA	0.05	100kA	100kA	100kA	100kA	100kA	100kA	100kA	100kA	100kA	100kA							
G <sup>b</sup>	3200	-	200kA	200kA	4000	L	100kA	100kA	100kA	0.05	100kA	100kA	100kA	100kA	100kA	100kA	100kA	100kA	100kA	100kA							
G	4000	4000	200kA	200kA	5000	L	100kA	100kA	100kA	0.05	100kA	100kA	100kA	100kA	100kA	100kA	100kA	100kA	100kA	100kA							
U <sup>6</sup>	2600-4000	2600-4000	200kA	200kA	5000	L	125kA	125kA	125kA	0.05	125kA	125kA	125kA	125kA	125kA	125kA	125kA	125kA	125kA	125kA							

- Notes:
- 1) All WCR values indicated are tested in accordance with the requirements of UL 1008, 7th Edition. See ASCO Pub. 1128 for more WCR information
  - 2) Application requirements may permit higher WCR for certain switch sizes.
  - 3) Short Time ratings are provided for applications involving circuit breakers that utilize trip delay settings for system selective coordination
  - 4) Max fuse rating is 1200A on front connected H frame switches
  - 5) Switches utilizing overlapping neutral (code "C") have 35kA, 0.050 Sec time based rating at 480V Max
  - 6) Rating shown is for Bypass switches only. Transfer Switch rating is 100kA
  - 7) See ASCO for Service Entrance Switch ratings
  - 8) These frames are only available on the 7000 Series product
  - 9) Short Time Rating applies to 600A Bypass switch only, the 600A Transfer Switch does not have a Short Time Rating

## ASCO Power Technologies, L.P. and ASCO Power Services, Inc. Standard Terms and Conditions of Sale

1. **Contract Terms.** These Standard Terms and Conditions of Sale ("Conditions of Sale") shall apply to any purchase or procurement of Products or Services by the legal entity procuring such Products or Services ("Purchaser") from the legal entity (ASCO Power Technologies, L.P. or ASCO Power Services, Inc.) that provided the proposal or is selling the Products and Services ("Seller"). To the extent that there is a conflict between these Conditions of Sale and a valid signed master agreement between the Purchaser and Seller, the specific conflicting terms of the master agreement shall prevail. To the extent that there is a conflict between these Conditions of Sale and another set of Seller terms and conditions issued to the Purchaser as part of the proposal or quotation process, the specific conflicting terms of the proposal or quotation document shall prevail. Any other variation from these Conditions of Sale shall require the signed consent of an authorized Seller representative and these terms and conditions supersede any prior or contemporaneous agreements or correspondence between the parties except as provided above. Seller's acceptance of Purchaser's purchase order is expressly conditional on Purchaser's assent to all of Seller's Conditions of Sale, and Purchaser specifically acknowledges and agrees that any purchase order issued by Purchaser shall operate only to establish payment authority for Purchaser's internal accounting purposes. Any such purchase order issued by Purchaser shall not be considered as a counteroffer, addition, amendment, modification or other revision these Conditions of Sale, and any terms or conditions contained in Purchaser's purchase order shall be of no force and effect. Purchaser's acceptance of the Products or Services will manifest Purchaser's assent to these Conditions of Sale.

2. **Prices.** Unless otherwise stated in an applicable quotation or proposal from Seller, the price quoted or specified by Seller for the Products or Services shall remain in effect for thirty (30) days after the date of Seller's quotation provided Seller receives and accepts from Purchaser a purchase order and an unconditional release to manufacture the Product and/or perform the Services within such time period. If such purchase order and release is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Products and/or Services to Seller's price for the Products and/or Services then in effect at the time of shipment of the Product and/or performance of the Services. All clerical errors are subject to correction. **Services Terms:** Additional charges will be billed to Purchaser at Seller's then prevailing labor rates for any of the following: (a) any Services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; (b) any Services performed at times other than Seller's normal service hours; (c) if timely and reasonable site and/or equipment access is denied the Seller service representative; (d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Purchaser; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Purchaser's failure to comply with its obligations herein; or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry, or technical training. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller removed parts become the property of Seller. Purchaser shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Purchaser and for a period of one (1) year after the last provision of Services.

3. **Taxes.** Unless otherwise set out in Seller's proposal or quotation, prices do not include taxes, duties or any other governmental levies, all of which are payable by Purchaser. Except as may be otherwise provided in the relevant Purchase Order, the price excludes all present or future sales taxes, revenue or excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by governmental authorities upon equipment and/or services quoted by Seller. The Purchaser shall be responsible for all such taxes, duties and charges resulting from these Conditions of Sale or any associated purchase. Seller is required to impose taxes on orders and shall invoice the Purchaser for such taxes and/or fees according to applicable law, statutes, or regulations, unless Purchaser furnishes the Seller at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees. Any changes in foreign exchange rates, sales taxes, customs tariffs or other taxes shall be chargeable to the Purchaser.

4. **Terms of Payment.** Terms are net 30 days from date of invoice. Late payments will be subject to interest charges at the rate of two percent (2%) per month. If at Purchaser's request, shipments are delayed beyond the scheduled date, payments for the Products and Services completed to date will be invoiced to the Purchaser, as a percentage of the total Purchase Order price when Seller was originally prepared to ship. Products held for the Purchaser shall be at the risk and expense of the Purchaser. If shipment of Products and/or completion of Services is delayed more than 30 days after originally scheduled delivery date and not caused solely by Seller, Seller reserves the right to ship all Products to the Purchaser who will accept responsibility for Products including payment. Failure to pay any applicable payment on its due date shall automatically cause all installment amounts to become payable and in addition to Seller's other lawful remedies, Seller reserves the right to suspend or cancel the PO. If Purchaser fails to pay Seller for the Products and Services, Seller reserves the right to file in its sole discretion any liens, charges, security interests, or similar encumbrances against the applicable property, building, land, or Products and Services and Purchaser consents to such filings and registrations. Purchaser shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts.

5. **Delivery and Schedule.** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed.

6. **Risk of loss.** Unless otherwise specifically agreed by the Parties, the Products are delivered FCA Seller's shipping point (Incoterms 2010) with Purchaser responsible for all official export formalities, authorizations, risks and expenses as may be applicable for export from the country of shipment, and title and risk of loss or damage shall pass to the Purchaser upon collection of the Products by the first carrier at Seller's premises, plants or warehouses. Delivery of Products by Seller will be deemed to be made to the Purchaser upon obtaining a signed receipt from the carrier showing receipt of the Products in good order.

7. **Substitutions.** Seller may furnish suitable substitutes for Products unobtainable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers, provided such substitutions do not adversely affect the technical soundness of the Products. Seller assumes no liability for deviation from published dimensions and descriptive information not essential to proper performance of the Products.

8. **Shortage.** Claims for shortages or errors must be submitted to Seller within 30 days after invoice date, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the Purchaser.

9. **Installments.** Seller reserves the right to make shipments in installments, unless otherwise expressly stipulated in a specific Purchase Order; and all such installments when separately invoiced shall be paid for when due per invoice without regard to subsequent shipments. Delay in shipment of any installment shall not relieve Purchaser of its obligation to accept remaining shipments.

10. **Force Majeure.** Seller will be excused from and not be liable for any non-performance of a Purchase Order if such delay or non-performance is due to any cause beyond the reasonable control of Seller, or which Seller could not reasonably foresee or reasonably provide against, and which prevents Seller from carrying out the terms of the Purchase Order. This includes but is not limited to the following: war, revolution, insurrection or hostilities (whether declared or not), riot, economic upheaval, civil commotion or uprising, flood, earthquake, tempest, hurricane, lightning or other natural disaster; fire or explosion; strike, lockout or other industrial disturbance whether at Seller or one of its suppliers; sabotage, accident, embargo, car shortage, wrecks or delays in transportation, non-delivery of materials or order or action of government authority. Any delay resulting from such cause shall extend the date of delivery accordingly. Seller reserves the right to cancel a Purchase Order, if in its opinion such circumstances threaten or cause extended delay in the performance thereof.

11. **Standard Warranty.** Seller warrants: (a) Products manufactured by Seller under its own brands and supplied by Seller as part of the Purchase Order, are subject to Seller's standard warranty that is applicable to the specific product at the time of purchase, and its terms, conditions and limitations are incorporated by reference herein (a "Standard Warranty"). (b) Services performed by Seller's personnel as part of the Purchase Order, if any, will be

performed by qualified personnel with care, skill and diligence, in accordance with the applicable generally accepted standards recognized by the industry, and shall be free from faulty workmanship for a period of thirty (30) days from completion of the Services. For Services that include a Modification, the warranty for such Modification shall be one (1) year from the date of shipment of such by Seller. A "Modification" is integrating new controls and/or switchgear components into existing switchgear or upgrading an automatic transfer switch with new components or accessories. **Exclusive Warranty Remedies:** In the event of any warranty covered defects or deficiencies in Products in subsections (a) above, or Services in subs. (b) above, the sole and exclusive obligation of Seller shall be to re-perform the Services, or repair or replace the defective Products or part of the Products, at Seller's sole discretion. Such warranty coverage is contingent on Purchaser providing prompt notification to Seller once such defect or deficiency is reasonably apparent to Purchaser. **Exclusions & Limitations:** This warranty shall not apply (a) to Products not manufactured by Seller, (b) Services not provided directly by Seller, (c) to Products or Services that has been repaired or altered by anyone other than Seller so as, in Seller's judgment, affects the same adversely, (d) Seller's conformance with Buyer's design of the Products or Software; or (e) to Products or Services that appear to be subjected to negligence, accident, or damage by circumstances beyond Seller's control, or improper any non-Seller operation, maintenance or storage, or to other than normal use or service. Unless specifically covered in a Standard Warranty, the foregoing warranties do not cover reimbursement for labor; transportation, removal, installation, temporary power, or any other expenses that may be incurred in connection with repair or replacement. THESE WARRANTIES, CONDITIONS, AND EXCLUSIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED, TO IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MAY BE PROVIDED IN WRITING BY SELLER, SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE WITH REGARD TO PRODUCTS AND SERVICES SOLD BY SELLER TO PURCHASER. **Non-Seller Products or Services:** With respect to Products not manufactured by Seller, or Services provided by non-Seller providers, the warranty obligations of Seller shall in all respects conform and be limited to the warranty actually extended to Seller by such non-Seller supplier.

**12. Return of Products.** No Products may be returned without first obtaining Seller's written permission and a returned material identification tag. Returned Products must be of current manufacture, in the original packaging, unused, undamaged and in saleable condition. Returned Products must be securely packed to reach Seller without damage and labeled with the return authorization number. For any returns, Seller will be pay the carrier and deduct the freight charges from the credit unless if returns result from Seller error, freight charges will be paid by Seller. Any cost incurred by Seller to put Products in first class condition will be charged to the Purchaser. Returns must originate from the original Purchaser account number. Returns will be credited at the original price paid as indicated on the invoice or Purchase Order associated to the Products being returned as provided by the Purchaser. If no invoice number or Purchase Order number is provided, then credit will be issued based on the into stock price in effect 12 months prior to date of return authorization and will also have an additional 25% processing fee applied. Seller Products, which are listed in the current product list as returnable and which are accepted for credit, not involving a Seller error, shall be assessed a restocking fee of 25% of the invoice price.

**13. Intellectual Property.** Seller retains ownership of all right, title and interest (including copyright and patent rights) in and to the intellectual property relating to Products and Services and work product relating to thereto, including, but not limited to, documentation, prints, and drawings. Nothing in these Conditions of Sale constitutes a transfer or conveyance of any right, title or interest in such intellectual property, including without limitation any software or firmware contained in those, except the limited right to use it as provided in the documentation. As to Products proposed and furnished by Seller, Seller shall defend any suit or proceeding brought against Purchaser so far as based on a claim that such Products constitute an infringement of any copyright, trademark or patent in the United States or Canada. This obligation shall be effective only if Purchaser shall have made all payments then due hereunder and if Seller is notified promptly in writing and given authority, information, and assistance at Seller's expense for the defense of the same. In the event the use of such Products by Purchaser is enjoined in such a suit, Seller shall, at its expense, and at its sole option, either (a) procure for the Purchaser the right to continue using such Products, (b) modify such Products to render them non-infringing, or (c) replace such Products with non-infringing Products. Seller will not be responsible for any compromise or settlement made without its written consent. The foregoing states the entire liability of Seller for patent, trademark or copyright infringement, and in no event shall Seller be liable if any infringement charge is based on the use of Seller Products for a purpose other than that for which it was sold by Seller. As to any Products or Services furnished by Seller to Purchaser and manufactured or provided in accordance with designs proposed by Purchaser, the Purchaser shall indemnify Seller against any award made against Seller for patent, trademark, or copyright infringements.

**14. Software.** Any software or computer information, in whatever form that is provided with Products manufactured by Seller or as part of Services, is licensed to Purchaser solely pursuant to standard licenses of Seller or its supplier of such software or computer information which licenses are hereby incorporated by reference and are available upon request. Seller does not warrant that such software or computer information will operate error-free or without interruption, and warrants only that during the warranty period applicable to the Products that the software will perform its essential functions. If such software or computer information fails to conform to such warranty, Seller will, at its option, provide an update to correct the non-conformance or replace the software or computer information with the latest available version containing a correction. Seller shall have no other obligation to provide updates or revisions.

**15. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PRODUCT, LOSS OF REVENUE, PROFITS OR LOSS OF DATA DAMAGES WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF SELLER FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE PURCHASER TO SELLER FOR THE PRODUCTS AND/OR SERVICES GIVING RISE TO A CLAIM. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF PURCHASER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE.

**16. Insurance.** Seller shall maintain reasonable insurance coverage (e.g., commercial general liability, worker's compensation, automobile) in such amounts as Seller deems appropriate in accordance with industry practice. Certificate of insurance evidencing this may be provided on request.

**17. Import and Export.** Purchaser (i) acknowledges and agrees that Products are subject to U.S., EU and other export control laws, and remain subject to such controls following delivery, and may not exported, re-exported or transferred (in-country) to any other territory, end-user or end-user except as authorized by U.S., EU laws and regulations, in addition to the export control laws of any other applicable jurisdiction; (ii) represents, warrants and covenants that it shall not directly or indirectly take any action to engage in or facilitate the export, re-export or transfer (in-country) of these items, any part thereof, or to the extent applicable any direct product thereof, without the required authorization under U.S., EU and other applicable laws to any of the following: (a) any territory subject to Embargoes and Other Special Controls under EU or U.S. Export Administration Regulations (including as of the date hereof, Russia, Belarus, Crimea and other Covered Regions of Ukraine including Donetsk and Luhansk, Cuba, Iran, Syria, and North Korea); (b) any other country or territory to which such export or re-export is restricted or prohibited under EU, U.S. laws and, to the extent applicable, the laws of any other jurisdiction; (c) any individual or entity that is (x) included on any lists of sanctioned individuals or entities maintained by the United Nations, the United Kingdom, the United States, or the European Union, and any other relevant jurisdiction including but not limited to the following lists: the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List, the Sectoral Sanctions Identifications List, the Non-SDN Communist Chinese Military-Industrial Complex Companies List and any other lists administered by OFAC, as amended from time to time; the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List, all administered by the U.S. Department of Commerce; the consolidated list of Persons, Groups and Entities Subject to EU Financial Sanctions, as implemented by the EU Common Foreign & Security Policy; and similar lists of

restricted parties maintained by other relevant governmental authorities; (y) any person owned or controlled by, or acting on behalf of, any of the foregoing; or (z) any other person who is the target of sanctions and export control restrictions; or (d) any military end-use or military end-user (including army, navy, marine, air force, coast guard, national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support military end uses), any proliferation related end-use, or any other prohibited end-use under EU, U.S. and other applicable export control laws; and (iii) represents, warrants and covenants that it shall maintain reasonable compliance policies, procedures and controls designed to ensure compliance with the laws, regulations and undertakings set forth above, and shall not otherwise undertake any action that violates or would cause the Seller to violate EU, U.S. export control laws or the export control laws of any other applicable jurisdiction. Purchaser shall promptly (and any event within two business days) notify the Seller upon obtaining knowledge or reason to know that any of the representations, warranties and covenants above may no longer be accurate in relation to any item received from Seller.

**18. Health and Safety; Compliance.** Seller employees shall not perform Services that, in their sole opinion, are not free of reasonably foreseeable harm. This includes working on any equipment, whether provided by Seller, Purchaser or otherwise, that in such Seller employees' sole opinion has not been placed in an electrically safe working condition. Purchaser warrants that site and working conditions shall meet or exceed those specified by applicable Occupational Health and Safety Act and Regulations. Purchaser shall inform Seller of: (a) Known hazards, or reasonably foreseeable hazards, that are related to Seller's scope of Services and the site where the Services will be performed; and (b) Information about the worksite necessary to identify hazards and assess risk for the protection of the health and safety of Seller personnel. This information might include, but is not limited to: (i) Providing an accurate up-to-date single line diagram of the electrical distribution system; (ii) Providing relevant Workplace Hazardous Materials Information System (WHMIS) information such as Material Safety Data Sheets (MSDS) and floor plans indicating areas where hazardous materials are located and emergency exits for service rooms and other areas of operation; and (iii) Other site specific information relative to the Purchaser's operation, process and safety systems. Any hazardous materials requiring remediation in Seller's sole opinion will be separately chargeable to Purchaser and will be a condition precedent to Seller's performance of such Services. If the Purchaser has concerns related to ethics, compliance or ASCO Power/Schneider Electric's Principles of Responsibility, and/or any potential violations of these policies, Purchaser is welcome to make use of Schneider Electric's GreenLine. The GreenLine is Schneider Electric's global helpline for external stakeholders. It is a confidential channel through which Purchasers can ask questions and raise concerns. Reports can be made using the following link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>

**19. Witness of Tests & Factory Inspections.** Normal production schedules do not provide the opportunity for Purchaser to witness routine factory tests on Products or make factory inspections. Witnessing of tests or factory inspections by the Purchaser may result in delays of production for which Seller will not be responsible and which may result in additional charges and delayed scheduling to Purchaser. Witness testing and factory inspections must be requested at time of quotation, are subject to additional costs and must be confirmed at Purchase Order entry. Standard Seller factory testing and inspection will apply. Seller will notify Purchaser fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Purchaser is unable to attend, the Parties may mutually agree on a rescheduled date. However, Seller, at its sole option, may consider the witness tests or inspection waived, and ship and invoice the Products and the witness testing charges. Purchaser will be responsible for paying for all scheduled witness testing, whether or not Purchaser attends.

**20. Patterns and Tools.** Notice will be given if special patterns or tools are required to complete any Purchase Order. Charges for such patterns or tools do not convey title thereto or the right to remove them from Seller's plant. If patterns or tools are not used for a period of two years, Seller shall have the right to scrap them without notice.

**21. Nuclear Applications.** Unless otherwise agreed in writing by a duly authorized representative of Seller, Products sold hereunder are not intended for use in or in connection with any nuclear facility or activity. Purchaser hereby represents and warrants that such Products shall not be used in or in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any damage, injury or contamination; and Purchaser agrees and indemnifies Seller against any such liability, whether arising as a result of breach of contract, warranty or tort (including negligence) or otherwise.

**22. Nature of Relationship.** Purchaser agrees that Seller is an independent contractor and nothing in these Conditions of Sale creates between Seller and Purchaser a relationship of partners, joint venturers, or agents of each other, and no Party may so represent itself any of these manners.

**23. Termination.** Any Purchase Order may be terminated by the Purchaser only upon 30 days' notice to Seller and upon payment of reasonable and proper termination charges based on the price of the terminated Purchase Order and reimbursement of all costs and expenses associated with the order caused by such termination and shall include a reasonable profit. Special or custom ordered Products is not cancelable after final acceptance or approval of drawings for the commencement of manufacturing.

**24. Cancellation.** Seller shall have the right to cancel any Purchase Order at any time by written notice for any material breach of these Conditions of Sale by the Purchaser, including material delays by Purchaser or its authorized representatives in releasing Products for manufacture or approval drawings and excessive changes to specifications or drawings.

**25. Amendments.** No amendment, supplement, modification, waiver or termination of the Purchase Order or these Conditions of Sale is binding unless executed in writing by both parties.

**26. Applicable Laws.** All matters arising out of or relating to the execution, construction, interpretation or breach thereof, are to be governed by the laws of the state of New Jersey, excluding (i) such jurisdiction's rules regarding conflicts of laws, and (ii) the provisions of the *United Nations Convention on Contracts for the International Sale of Goods*. Seller agrees to bring any action claims or legal proceedings in any way pertaining to this Purchase Order, or the execution, construction, interpretation or breach thereof in the courts of the jurisdiction specified above and in no other court or tribunal whatsoever. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued.

**27. Indemnity.** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: (i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; (ii) given all reasonable information and assistance by the other party; (iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

**DISCLAIMER:** The Purchaser acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Seller's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Seller (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Seller's (or its subcontractors') employees. The Purchaser therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Seller to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.