

## **PURCHASE ORDER ATTACHMENT PT-004**

### **ORDERS INVOLVING EQUIPMENT DESIGN AND CONSTRUCTION CONTROL**

1. The Seller warrants that the design and construction of the equipment covered hereby complies with all effective and applicable statutes, ordinances, regulations, codes and standards of the jurisdiction where the equipment is to be installed as indicated within the purchase order. If the Seller installs the equipment, the Seller further warrants that the installation and operation also shall comply with the said applicable statutes, ordinances, regulations, codes, and standards.
2. In addition, electrical equipment shall comply with the National Electric Code, 1990 Edition to the extent there is no conflict with more restrictive provisions contained in applicable statutes, ordinances, regulations, or codes, and shall bear inspection labels that indicate listing or approval by the Underwriters Laboratory, Inc. (L), or the Los Angeles Testing Laboratory (LATL) if applicable, or Factory Mutual (FM), or other Buyer approved Testing Laboratory.
3. In the event the equipment, and/or installation, if installed by the Seller, does not comply fully with the said statutes, ordinances, regulations, codes, and standards, the Buyer in addition to its rights as stated in other clauses of this purchase order may return the equipment to Seller for a full refund of the purchase price, or may modify the equipment to comply with the foregoing statutes, ordinances, regulations, codes, and standards or have required safety testing performed and offset the cost of such modification and/or testing against the price of the equipment, or if such expense is incurred by Buyer after payment to Seller, Seller shall promptly reimburse Buyer therefor.
4. Seller certifies that items to be delivered, or components contained in items to be delivered contain no Polychlorinated Biphenyls (PCB's). If at any time after delivery, Buyer discovers that the items or components do contain PCB's, Seller agrees to indemnify and hold the Buyer harmless from any and all liability, including but not limited to the cost of modifying the items to remove all PCB's and substitute non-PCB containing components. If units cannot be modified to remove PCB's, Seller agrees to accept return of the units and to refund, in full, the purchase price to the Buyer.

**END OF DOCUMENT**

*The text of this document shall not be changed except by written agreement between Buyer and Seller.*