

PRODUCT LIABILITY DISCLAIMER

1. Scope and relationship to other documents

This Product Liability Disclaimer applies to products sold by Consolidated Inventory Supply, Inc. hereinafter referred to as “CIS”, including new, new-surplus, new-less than perfect, used, cores and remanufactured parts and components, and packaged power-generation equipment. It is intended to supplement, not replace, the product-specific quotation, accepted order terms, CIS Limited Warranty Policy, warranty registration requirements, warranty claim procedures, and any expressly negotiated written agreement. If documents conflict, the order of precedence must be determined by the applicable written sales agreement.

2. CIS’s role and product descriptions

Unless CIS expressly agrees otherwise in writing, CIS acts as a distributor or reseller and does not represent that it designed, manufactured, rebuilt, tested, installed, commissioned or certified a product. Product condition, manufacturer, part number, serial number, configuration, operating hours, test status and applicable warranty are as expressly stated in the transaction documents. References to OEM brands identify compatibility or origin where appropriate and do not imply authorized-dealer status or OEM endorsement.

3. Installation, commissioning and suitability

The buyer and the party performing installation or commissioning are responsible for confirming product suitability, application, compatibility, site conditions, required permits, regulatory compliance and compliance with applicable OEM instructions, technical specifications and safety procedures. Installation, commissioning, adjustment, integration, operation and maintenance must be performed by appropriately qualified personnel. CIS does not assume responsibility for installation or commissioning unless a separate written agreement expressly assigns that work to CIS.

4. Improper use, warranty remedy, modification and/or maintenance

The buyer shall not permit any third party to repair, rebuild, disassemble, alter, modify, reprogram or otherwise change a supplied component without CIS’s prior written authorization. To the fullest extent permitted by applicable law, any such unauthorized intervention voids the applicable contractual warranty for that component. CIS is not responsible for failures, damage or losses to the extent caused by improper installation or commissioning; misuse, abuse or overloading;

operation outside specifications; unauthorized repairs or changes; inadequate maintenance; contamination; improper storage or handling; or failure to follow applicable manufacturer instructions. This provision does not eliminate rights or liabilities that cannot lawfully be excluded.

5. Remanufactured and used products

Remanufactured products may contain reconditioned or replacement parts and must be evaluated against the condition and performance representations stated in the transaction documents. Used products may exhibit wear and may not meet the specifications of a new part or component. Any “AS IS” or other warranty disclaimer applies only when expressly and conspicuously stated in the applicable sales agreement and enforceable under governing law.

6. Warranties and claims

The product-specific written warranty identified in the quotation, accepted order or accompanying documentation governs, together with CIS’s published warranty registration and claims procedures at <https://www.cisinc-usa.com/supporting-documents/>. Subject to the applicable warranty and law, CIS retains the exclusive first right to inspect and elect whether to repair, replace, or otherwise resolve a covered component claim. The buyer shall notify CIS and obtain written return/repair authorization before sending the component to a third-party repairer.

7. Limits on recoverable losses

To the fullest extent permitted by applicable law, CIS’s aggregate contractual liability arising from or relating to a particular product, component, order or transaction—including warranty and other contract claims—shall not exceed the net amount actually paid to CIS for the specific product or component giving rise to the claim. Where an enforceable exclusive repair-or-replacement remedy applies, CIS may elect to repair or replace the affected component as provided in the applicable written warranty. CIS disclaims indirect, incidental, special, exemplary, punitive and consequential damages, including downtime, lost production, lost profits, business interruption and loss of use, to the extent legally permitted. This cap and these exclusions do not apply to liability that applicable law prohibits limiting, including certain personal-injury, fraud, gross-negligence or willful-misconduct claims. Counsel must confirm enforceability and coordination with any agreed contractual remedies.

8. Inspection, notification and mitigation

The buyer shall promptly notify CIS of a suspected defect or failure under the applicable claim procedure, preserve the component and relevant records, and provide CIS a reasonable opportunity to inspect and determine an authorized remedy. Unauthorized intervention may void the applicable contractual warranty to the fullest extent permitted by law. CIS may require return of the component for inspection or repair in accordance with the applicable warranty and return procedures.

9. No modification without written authorization

No employee, agent, supplier or representative may modify CIS's published warranties, assume design or installation responsibility, or make additional product guarantees on CIS's behalf unless authorized in a written agreement executed by an authorized CIS representative.

10. Publication and contractual acceptance

This document is provided for notice and transparency. Consolidated Inventory Supply, Inc. (CIS) reserves the right to modify, delete, add, change or otherwise alter any and all parts of this Product Liability Disclaimer.