

ABOUT US

Headquartered in Fort Wayne, Indiana, Genteq has built its reputation on more than 100 years of consistent performance in the industry. Our business has manufacturing sites in the United States, Mexico, India, and China. In addition to the over 200 engineering and technology resources in the United States, Genteq has technology resources located in Hyderabad, India. Our company manufactures and markets a full line of AC electric motors and capacitors for both residential and commercial applications. With a drive for high reliability, quality, innovation, and service, our business strives to meet and exceed our customers' expectations.

OUR PRODUCTS

Genteq High Efficiency and Ultimate Comfort Motors

Genteq technology redefines comfort and efficiency when specified in forced-air heating and cooling systems. These systems feature more even temperatures, better indoor air quality, precise humidity control, quieter operation and lower utility bills.

GE Commercial Motors by REGAL-BELOIT Air Moving "Leader-Line" Motors (HVAC/R)

GE Commercial Motors By REGAL-BELOIT offers a full line of motors to serve the air moving market segment. As the industry leader, many different models are offered for all air moving applications to better serve the needs of each individual customer.

Genteq Capacitors

Genteq has been manufacturing capacitors since the 1950s. Originally located in Fort Edward, New York, production is now located in Juarez, Mexico. With over 300 million capacitors produced and installed, customers can find a selection of oil-filled, dry, and electrolytic capacitors to suit various applications.

HOW TO CONTACT US



GENTEQ

**1946 West Cook Road
Fort Wayne, Indiana 46818**

**Directory: (260) 416-5400
Fax: (260) 416-5460**

www.GenteqMotors.com

GE is a trademark of General Electric Company and is used under license to Regal-Beloit Corporation.



GE Commercial Motors

By Regal-Beloit

GETTING STARTED WITH ELITELINK



1. What is EliteLink?

EliteLink is GE Commercial Motors by Regal-Beloit's e-commerce website for our customers to access information about our products.

2. What information can I access on EliteLink?

ACCOUNTS PAYABLE

The Accounts Payable role can view and search on our catalog search tool, check pricing and availability, view order and invoice histories, place orders, and view payment and credit history.

BUYER

The Buyer role can check price and availability, place orders, view orders and invoice histories, can view and search our catalog search tool.

CUSTOMER SERVICE

The Customer Service role can view and search on our catalog search tool, check pricing and availability, and view orders and invoice histories

CUSTOMER OF GENTEQ CUSTOMER

The Customer of Genteq Customer role can view and search on our catalog search tool and view list prices and availability

HVACR TECHNICAL

HVACR Technical role can access information like drawings, performance data, and other technical documents related to HVACR products.

NOTE: Access to HVACR Technical requires an approved NDA (Non-Disclosure Agreement).

3. How do I get an EliteLink account?

1. Be an authorized distributor for GE Commercial Motors by Regal-Beloit.
2. Go to <http://portal.regalbeloit.com/registration/> and select Register Now!
3. Fill out the required information and select Register Now
4. Once your account is approved, you can then access EliteLink at <http://elitelink.regalbeloit.com/>

4. Who do I contact if I cannot login to my account?

Contact your Regal Beloit Customer Account Representative or contact our EliteLink Administrator at (260) 416-5433 by phone or email elitelink@regalbeloit.com

5. Who do I contact to become an authorized distributor for GE Commercial Motors by Regal-Beloit?

Contact our directory line at (260) 416-5400 to find out if you can qualify to become an authorized distributor of GE Commercial Motors by Regal-Beloit products.

UL/CSA MOTOR LISTINGS

The UL/CSA listings below are blanket file numbers. Refer to the Company for specific volume and section numbers. Where multiple files are shown, refer to the company for specific model.

	UL File Number			CSA File Number
	Motor Comp.	Insulation System	Motor Protectors	Motors
29 & 39 frames (Reynosa)	E46035	E306343	E27885	MC236833
39 frame (Springfield)	E46035	E306343	E27885	MC236833
142R	E306123	E306343	E338178	N/A
ARKTIC 59	E306123	E306343	E338178	N/A
64mm	E46035	E306343	E100625	MC236833

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GE Commercial Motors

By Regal-Beloit

MOTOR TERMINOLOGY

The following check list will help you determine the information necessary to purchase a new or replacement GE Commercial Motors by Regal-Beloit motor. If you are replacing a motor, the old motor nameplate will provide most of the specific information required to select the correct GE Commercial Motors by Regal-Beloit replacement from stock.

Motor Application	Air Moving (furnace fans, air handlers, blowers, air conditioners, exhaust fans, etc.) Commercial Refrigeration (walk-in coolers, beverage coolers, display cases, etc.)
Phase	Single or Three Phase
Type	Capacitor start - Type KC Permanent Split Capacitor - Type KCP Shaded Pole - Type KSM/KSP Capacitor Start Capacitor Run - Type KCR ECM - Type SME Split Phase - Type KH Three Phase - Type K, KE, KS, etc.
Enclosure	Open, Dripproof, etc.
Mounting	Resilient Base, Solid Base, Footed, Round Frame, etc.
Efficiency	Standard Efficiency, High Efficiency (Energy Saver Plus)
Horsepower	1/16, 1/8, 1/4, 1/3, 1/2, 3/4, 1, etc.
RPM	3600, 1800, 1200, etc., synchronous speed or ... 3450, 1725, 1150, etc. full load speed
Voltage	115, 230, 240, 115/230, 230/460, 575, etc.
Frequency	60 Hertz, 50 Hertz
Frame Size	42, 48, etc.
Service Factor	1.15, 1.0, etc.
Other	Direction of Rotation (CW, CCW) Thermal Protection (see Thermal Protection Information, pg.127) Special Shaft Ambient (40C, 65C, 70C Heatshield) Special Environmental or Operating Conditions



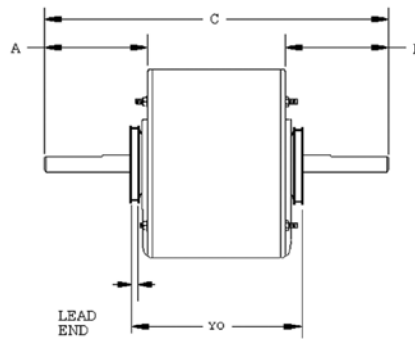
ABBREVIATIONS

Column Abbr.	Typical Data	Explanation
HP	9W, 16W	Rate measured in watts
	1/8, 1, 25	Horsepower rating for fractional and integral sizes"
RPM	825, 1075,	Shaft rotation speed
	1725, etc.	Full load speed in revolutions-per-minute (NEMA 145T and below)"
Volts	-	Motor Voltage
	115, 230	Single voltage ratings
	115/230	Dual voltage rating
	200-230/460	Usable on 200 volts at 1.0 service factor
	208-230/460"	Spread voltage rating"
Frame	42, 48, etc.	GE 29 = NEMA 42 Frame (approximate 5 inch diameter)
		GE 39 = NEMA 48 Frame (approximate 5 1/2 inch diameter)
Brgs	-	Motor bearing construction
	Slv	Sleeve bearing each end
	Ball	Ball bearing each end
SF	1.0, 1.15	Service factor rating
Encl	-	Motor exterior construction/ventilation system
	DP	Dripproof
	Open	Open
	TEAO	Totally enclosed air over
	TENV	Totally enclosed non-ventilated
Prot	-	Protection against excessive heating (thermal overload)
	Auto	Automatic reset thermal protector
	Man	Manual reset thermal protector
	None	No protection provided in the motor
Base	-	Provision for mounting motor on driven equipment
	ECS	Extended clamp screws (no base or resilient rings provided)
	NB	No base provided
	RBE	Resilient cradle base with extended clamp screws
	Rnd	Round frame construction (no feet provided)
	RR	Resilient rings (no base provided)
	RRE	Resilient rings with extended clamp screws (no base provided)
	RRH	Resilient rings and (4) tapped holes
	Spl	Special mounting
	Studs	(4) #8-32 mounting studs
	Tap	(4) tapped holes
	TFL	Torsion flex lugs
	WB	Welded base (rigid base)
	WBE	Welded base with extended clamp screws
Rotation	-	Direction of rotation, motor viewed from opposite shaft end on single shaft motors; from lead end on double shaft motors
	Both	Customer can connect for either CW or CCW rotation
	CW	Clockwise rotation
	CCW	Counter-clockwise rotation
	ECW	Either CW or CCW, connected for CW rotation at factory
	ECCW	Either CW or CCW, connected for CCW rotation at factory
◆	-	Energy Saver Plus design



ABBREVIATIONS (cont'd)

Column Abbr.	Typical Data	Explanation
Dim	-	Motor dimension (please refer to drawing below)
	A	Shaft length on lead end
	B	Shaft length opposite lead end
	C	Overall length of motor including shaft
	YO	Distance between the outer edges of the mounting grooves for the cushion ring



HOW TO READ GENTEQ CATALOG NUMBERS

Numeric Catalog Numbers

2000 series = 29 Frame PSC (NEMA 42 Frame)

3000 series = 39 Frame PSC (NEMA 48 Frame)

5000 series = Morrill refrigeration motors

6000 series = Evergreen

Alphanumeric Catalog Numbers

ex. **A 494**

A = Kits & Accessories

Last three digits are sequentially assigned numbers

ex. **3725 HS**

3000 series = 39 Frame PSC motors

HS = Heatshield Design

ex. **3 S 001**

1 = 84mm/3.3" PSC or SP motors

2 - 29 Frame PSC motors

3 = 39 Frame PSC motors

5 = ECM

A = Air Handler

C = Condenser

D = Direct Drive Fan

F = Furnace Blower

K = Kits & Accessories

M = Fan (misc.)

R = Refrigeration

S = Service - OEM Replacement

Last three digits are sequentially assigned numbers



GE Commercial Motors

By Regal-Beloit

HOW TO DETERMINE IF AN ITEM IS A GENTEQ PRODUCT

Motor Model Numbers Beginning With:			Motor Catalog Numbers:			Capacitor Model Number Series or Beginning With:		
	Yes	No		Yes	No		Yes	No
5B		X	2000 series (ex. Cat# 2090)	X		23A	X	
5C		X	2S000 series	X		23B	X	
5K...followed by any number		X	3000 series	X		23C	X	
5KC3		X	3000HS series	X		23F	X	
5KC4		X	3C000 series	X		23J	X	
5KCP29	X		3D000 series	X		23L6000 - 23L6400		X
5KCP3		X	3K000 series	X		23L6500 - 23L6899 (Obsolete)	X	
Followed by any number other than 9			3S000 series	X		23M	X	
5KCP39	X		4000 series		X	23P	X	
Except any model number beginning with 5KCP39...then a letter that is followed by an "N" (ex. 5KCP39GN..., 5KCP39UNB...)			5000 series	X		25L	X	
5KCP4		X	5K000 series	X		26F1000 - 26F1999		X
5KCR		X	5R000 series	X		26F6600		X
5KE		X	6000 series	X		26F6700 - 26F6900		X
5KH		X	6000CTL series	X		26F7000 - 26F7500		X
5KPM84		X	Begins with A...	X		27L	X	
5KS...followed by any number		X	Except catalog numbers: A109, A110, A111, A112, A113, A114, A115, A225, A228, A229, and A549			28F2000		X
5KSM11		X	Begins with any other letter than A...		X	28F5500 - 28F5600		X
5KSM51		X				30F		X
5KSM84		X				40L	X	
5KSP11		X				41L	X	
5KSP59		X				42L	X	
5KSP29 (Obsolete)	X					97F5000	X	
5KSP39 (Obsolete)	X					97F6000	X	
5SME2		X				97F7000	X	
5SME38		X				97F7100		X
5SME39	X					97F7500		X
5SME44 (Obsolete)	X					97F7600		X
5SME5	X					97F8000	X	
5SME84 (Obsolete)	X					97F8100		X
						97F8200	X	
						97F8500 - 97F8900		X
						97F9000	X	



GE Commercial Motors

By Regal-Beloit

HOW TO READ A NAMEPLATE MANUFACTURE DATE

GE Commercial Motors by Regal-Beloit

Nameplate standard effective January 1, 2007

Manufacturing date and plant site identification consists of a four digit code imprinted or stamped on the nameplate. This code also appears on some pallet and/or single box pack labeling.

1. The first character represents the month of manufacture as per the below.

A - January	G - July
B - February	H - August
C - March	I - September
D - April	J - October
E - May	K - November
F - June	L - December

2. The second and third digits are the last two numbers of the year of manufacture. Example 06 for 2006 and 07 for 2007.
3. The fourth/fifth places represent the manufacturing plant.
4. Example: A07 - notes a motor manufactured in January, 2007.
5. Prior date code format, 2006 and earlier. The first letter denoted the month and second the year of manufacture. The third and sometimes fourth characters indicated the manufacturing plant.

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1999	NP	OP	PP	RP	SP	TP	UP	VP	WP	XP	YP	XP
2000	NR	OR	PR	RR	SR	TR	UR	VR	WR	XR	YR	ZR
2001	NS	OS	PS	RS	SS	TS	US	VS	WS	XS	YS	ZS
2002	NT	OT	PT	RT	ST	TT	UT	VT	WT	XT	YT	ZT
2003	NV	OV	PV	RV	SV	TV	UV	VV	WV	XV	YV	ZV
2004	NW	OW	PW	RW	SW	TW	UW	VW	WW	XW	YW	ZW
2005	NX	OX	PX	RX	SX	TX	UX	VX	WX	XX	YX	ZX
2006	NY	OY	PY	RY	SY	TY	UY	VY	WY	XY	YY	ZY

SELECTION AND APPLICATION

EXTREMELY IMPORTANT!

Thermal Protection Safety Information

- Motors that start automatically (thermostat controlled or otherwise) and are located out of the sight of the operator, must be protected against the possibility of dangerous overheating due to failure-to-start or overloading of the motor. This protection may consist of a separate overcurrent device (such as a motor starter), a thermally protected motor (with integral overload protection), or an impedance protected motor, complying with Article 430 of the National Electric Code (NEC).
- Motors with automatic reset thermal protection must not be used where automatic or otherwise unexpected starting of the motor could be hazardous. Such applications where automatic restarting could be hazardous include: compressors, conveyors, power tools, farm equipment, and some fans and blowers. Where such a hazard exists, always use a Manual-Reset thermally protected motor.

UL 507 Standard for Thermal Protection

- Any motor used in fan products such as: bathroom exhaust fans, wall-insert fans, ceiling insert fans, attic exhaust fans, whole house fans, and duct fans, etc., which are built into or within the building structure and which are likely to operate unattended or in situations in which the operator may not detect a locked rotor (stalled motor) condition must have either a manual reset thermal protector or a thermal cut-off (one shot) device.
- Range hoods, circulating fans, pedestal fans, and ceiling suspended fans are not included. Agricultural fans are included if they are built into the building structure and are likely to operate unattended or in situations in which the person operating the fan may not detect a locked rotor (stalled motor) condition.

MOTOR APPLICATION CUSTOMER RESPONSIBILITY

This material is designed to assist you in the selection and use of GE Commercial Motors by Regal-Beloit motors, but in the final analysis you, the customer, have the ultimate application responsibility.



GE Commercial Motors

By Regal-Beloit

TERMS AND CONDITIONS OF SALE

ALL QUOTATIONS ARE MADE AND ALL ORDERS ARE ACCEPTED BY REGAL-BELOIT CORPORATION ELECTRICAL GROUP SUBJECT ONLY TO THESE TERMS AND CONDITIONS. THROUGHOUT THIS DOCUMENT, REGAL-BELOIT CORPORATION ELECTRICAL GROUP SHALL BE REFERRED TO AS SELLER.

1. MODIFICATIONS OF SALES TERMS: Any Terms and Conditions contained in any purchase order or other form of communication from Seller's customers which are additional to or different from these Terms and Conditions shall be deemed rejected by Seller unless expressly accepted in writing by Seller. In general, no modification, amendment, waiver or other change of any of these Terms and Conditions and those contained on the reverse side hereof and/or in attachments hereto ("Terms and Conditions"), or of any of Seller's rights or remedies thereunder, shall be binding on Seller unless expressly accepted in writing by Seller's authorized officers. No course of dealing, usage of trade or course of performance shall be relevant to explain or supplement any of these Terms and Conditions. In case of conflict between the Terms and Conditions printed on this page and those contained on the face side or in attachments hereto, the latter shall control. If any document issued by any party hereto is sent by facsimile or another form of electronic document transmission, the parties hereto agree that (a) the copy of any such document printed on the facsimile machine or printer of the recipient thereof is a counterpart original copy thereof and is a "writing", (b) delivery of any such document to the recipient thereof by facsimile or such other form of electronic document transmission is authorized by the recipient thereof and is legally sufficient for all purposes as if delivered by United States mail, (c) the typewritten name of an authorized agent of the party sending such document on any such document is sufficient as a signature thereon on behalf of such party and the intent of such signature is to authenticate the writing, and (d) an electronically stored and reproduced copy of any such document shall be deemed to be legally sufficient evidence of the terms of such document for all purposes.

2. ACCEPTANCE OF ORDERS: Acceptance by Seller of Buyer's purchase order(s) is expressly conditioned upon Buyer's assent to these Terms and Conditions. Buyer will be deemed to have assented to such Terms and Conditions unless Seller receives written notice of any objections within fifteen (15) days after Buyer's receipt of this form and in all events prior to any delivery or other performance by Seller of Buyer's order.

3. QUOTATIONS: Quotations by Seller shall be deemed to be offers by Seller to sell the Goods described therein subject to these Terms and Conditions, and acceptance of such offers is expressly limited to acceptance by Buyer of all of these Terms and Conditions within thirty (30) days from the date of the quotation. Purchase orders submitted by Buyer for the Goods quoted by Seller shall be subject to and will be deemed to constitute acceptance of these Terms and Conditions. All purchase orders will be subject to approval by Seller.

4. PRICES; PRICE CHANGES: All prices are net F.O.B. shipping point and are subject to change without notice. In the event of a change in Seller's prices, the price for Goods unshipped will be the price in effect on the date of shipment.

If Seller's quoted price was based upon delivery to and acceptance by Buyer of a specified quantity of Goods, such price shall be subject to adjustment if Buyer does not accept the quantity at the times specified in Seller's quotation, and Buyer will be invoiced at Seller's standard price without quantity discounts, if any, for the quantity of Goods actually accepted by Buyer.

5. TAXES: In addition to any prices, Buyer shall pay the amount of any present or future manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefor; or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing such tax, fee or charge.

6. TERMS OF PAYMENT: All orders are subject to the approval of Seller. Terms of payment are cash in full no later than thirty (30) days from date of shipment, without discount. If, during the period of performance of an order, the financial condition of Buyer is determined by Seller not to justify the terms of payment specified, Seller may demand full or partial payment in advance before proceeding with the work, or satisfactory security or guarantees that invoices will be promptly paid when due, or, at its option

without prejudice to other lawful remedies, may defer delivery or cancel this contract. If delivery is deferred, the Goods may be stored as provided in Section 9 hereof and Seller may submit a new estimate of cost for completion based on prevailing conditions. If Buyer defaults in any payment when due, or in the event any voluntary or involuntary bankruptcy or insolvency proceedings involving Buyer are initiated by or against Buyer, then the whole contract price shall immediately become due and payable upon demand, or Seller, at its option without prejudice to its other lawful remedies, may defer delivery or cancel this contract.

Prorata payments shall become due as shipments are made. If shipments are delayed by the Buyer for any cause, payments shall become due from the date on which Seller is prepared to make shipment and storage shall be the Buyer's risk and expense as provided in Section 9 hereof. If manufacture is delayed by the Buyer for any cause, a partial payment based upon the proportion of the order completed shall become due from the date on which Seller is notified of the delay.

7. DELIVERY; RISK OF LOSS: All sales are F.O.B. Seller's plant or other point of shipment designated by Seller. Shipping dates are estimates only which are not guaranteed and are based upon prompt receipt from Buyer of all necessary shipping and other information. Seller reserves the right to make delivery in installments, all installments to be separately invoiced and paid for by Buyer when due per invoice, without regard to subsequent deliveries.

Delivery of Goods to a commercial carrier at Seller's plant or other loading point shall constitute delivery to Buyer, and any risk of loss and further cost and responsibility thereafter for claims, delivery, loss or damage, including, if applicable, placement and storage, shall be borne by Buyer. When Goods are delivered by Seller's truck, unloading at Buyer's dock shall constitute delivery to Buyer. Claims for shortages or other errors in delivery must be made in writing to Seller within ten (10) days after receipt of shipment and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims for loss or damage to Goods in transit by common carrier must be made to the carrier and not to Seller.

Freight and handling charges by Seller may not reflect actual freight charges prepaid to the carrier by Seller due to incentive discounts earned by Seller based upon Seller's aggregate volume of freight tendered to a carrier or when a carrier must be used which charges a rate which is different than the rate upon which Seller's freight and handling charges were based. When shipments are delivered in Seller's private trucks Buyer will be charged an amount approximating the prevailing common carrier rate.

8. EXCUSABLE DELAYS; FORCE MAJEURE: Seller shall not be liable for any ordinary, incidental, or consequential loss or damage as a result of Seller's delay in or failure of delivery or installation due to (i) any cause beyond Seller's reasonable control, (ii) an act of God, act of the Buyer, embargo or other government act, authority, regulation or request, fire, theft, accident, strike, slowdown or other labor disturbance, war, riot, delay in transportation, or (iii) inability to obtain necessary labor, materials, components, or facilities.

Should any of the aforementioned events of force majeure occur, Seller, at its option, may cancel Buyer's order with respect to any undelivered Goods or extend the delivery date for a period equal to the time lost because of delay. Notice of such election shall be given promptly to Buyer. In the event Seller elects to so cancel the order, Seller shall be released of and from all liability for failure to deliver the Goods, including, but not limited to, any and all claims on behalf of Buyer for lost profits, or any other claim of any nature which Buyer might have.

If shipping or progress of the work is delayed or interrupted by Buyer, directly or indirectly, Buyer shall pay Seller for all additional charges resulting therefrom.

9. STORAGE: If the Goods are not shipped within thirty (30) days after notification has been made to Buyer that it is ready for shipping, for any reason beyond Seller's control, including Buyer's failure to give shipping instructions, Seller may store the Goods at Buyer's risk and expense in a warehouse or on Seller's premises, and Buyer shall pay all handling, transportation and storage costs at the prevailing commercial rates promptly following Seller's submission of invoices for such costs.

10. WARRANTIES TO DISTRIBUTORS AND INDUSTRIAL OR COMMERCIAL CUSTOMERS: This warranty is extended only to Seller's distributors and industrial or commercial customers and does not apply to consumer purchasers.

(CONTINUED ON NEXT PAGE.)



GE Commercial Motors

By Regal-Beloit

TERMS AND CONDITIONS OF SALE (cont'd)

Warranty Period - Motors

The Seller warrants motors manufactured by or for it to be free from defects in materials and workmanship and to conform to its written specifications for a period of twelve (12) months from date of first use or eighteen (18) months from date of manufacture, whichever period shall expire first.

Warranty Period - Generators

(a) The Seller warrants standby generators manufactured by or for it to be free from defects in materials and workmanship and to conform to its written specifications for a period of twenty-four (24) months from date of startup, thirty (30) months from date of shipment, or one-thousand (1,000) hours in use, whichever period shall expire first; (b) Seller warrants continuous duty generators manufactured by or for it to be free from defects in materials and workmanship and to conform to its written specifications for a period of twelve (12) months from date of startup or eighteen (18) months from date of shipment, whichever period shall expire first.

Certain Electrical Group Goods are warranted for different periods of time under specific conditions. Buyer must consult the current product catalog or internet site to confirm this warranty period.

Warranty Remedies - If, prior to expiration of the foregoing applicable warranty period, any of such Goods shall be proved to Seller's satisfaction to be defective or nonconforming, Seller will repair or replace such defective Goods or components thereof, F.O.B. Seller's plant or other destination designated by Seller, or will refund or provide Buyer with a credit in the amount of the purchase price paid therefor by Buyer, at Seller's sole option. Buyer's exclusive remedy and Seller's sole obligation under this warranty shall be limited to such repair or replacement, F.O.B. Seller's plant or other destination designated by Seller, or refund or credit by Seller, and shall be conditioned upon Seller's receiving written notice of any defect within a reasonable period of time (but in no event more than sixty (60) days) after it was discovered or by reasonable care should have been discovered. In no event shall Seller's liability for such defective or nonconforming Goods exceed the purchase price paid by Buyer therefor.

Exclusions - This warranty does not: (i) cover shipping expenses to and from Seller's factory or other destination designated by Seller for repair or replacement of defective Goods or any tax, duty, custom, inspection or testing fee, or any other charge of any nature related thereto, nor does it cover the costs of disassembling or removing defective Goods or reassembling, reinstalling, or testing repaired or replaced Goods or finishing the reinstallation thereof; (ii) apply and shall be void with respect to Goods operated in excess of rated capacity or otherwise not in accordance with installation, maintenance, or operating instructions or requirements, to Goods repaired or altered by others than Seller or Seller's authorized service agencies, or to Goods which were subjected to abuse, negligence, misuse, misapplication, accident, damages by circumstances beyond Seller's control, to improper installation (if by others than Seller), operation, maintenance or storage, or to other than normal use or service; and (iii) apply to equipment or components not manufactured by or for Seller. With respect to Goods or components not manufactured by Seller, Seller's warranty obligations shall in all respects conform and be limited to the warranty actually extended to Seller by its suppliers, but in no event shall Seller's obligations be greater than those provided under Seller's warranty set forth in this Section 10.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (EXCEPT TITLE), INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE, REPRESENTATIVE, OR AGENT OF SELLER OTHER THAN AN OFFICER OF SELLER IS AUTHORIZED TO ALTER OR MODIFY ANY PROVISION OF THIS SECTION 10 OR TO MAKE ANY GUARANTEE, WARRANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, ORALLY OR IN WRITING, WHICH IS CONTRARY TO THE FOREGOING. Any description of the Goods, whether in writing or made orally by Seller or Seller's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Buyer's order are for the sole purpose of identifying the Goods and shall not be construed as an express warranty. Any suggestions by Seller or Seller's agents regarding use, application or suitability of the Goods shall not be construed as an express warranty unless confirmed to be such in writing by Seller's authorized officer.

11. LIMITATIONS OF LIABILITY; CONSEQUENTIAL DAMAGES: Nuclear Use Disclaimer - Goods sold by Seller are not intended for use in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any nuclear damage, injury or contamination, and Buyer shall indemnify and hold Seller, its officers,

agents, employees, successors, assigns and customers harmless from and against any and all losses, damages or expenses of whatever form or nature (including attorneys' fees and other costs of defending any action) which they or any of them may sustain or incur, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, by reason of such use.

Consequential Damage Disclaimer - Seller's liability with respect to Goods proved to its satisfaction to be defective within the warranty period shall be limited to repair, replacement or refund as provided in Section 10 hereof, and in no event shall Seller's liability exceed the purchase price of the Goods involved. Seller shall not be subject to any obligations or liabilities, whether arising out of breach of contract, warranty, tort (including negligence) or other theories of law, with respect to Goods sold or services rendered by Seller, or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of Goods or any associated Goods, cost of capital, cost of substitute products, facilities or services, downtime, shutdown, or slowdown costs, or for any other types of economic loss, and for claims of Buyer's customers for any such damages.

SELLER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER. EVEN IF THE REPAIR OR REPLACEMENT REMEDY SHALL BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE UNDER SECTION 2-719 OF THE UNIFORM COMMERCIAL CODE, SELLER SHALL HAVE NO LIABILITY TO BUYER FOR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS, LOST REVENUE, DAMAGE TO OTHER GOODS OR LIABILITY OR INJURY TO A THIRD PARTY.

12. INDEMNIFICATION BY BUYER: Buyer shall indemnify, hold harmless, and defend Seller and Seller's employees and agents from and against any and all damages, liability, claims, losses, and expenses (including reasonable attorneys' fees, court costs, and out-of-pocket expenses) arising out of or resulting in any way from claims by customers of Buyer or third parties against Seller alleging a breach of contract or warranty by Seller to the extent that such damages, liability, claims, losses, and expenses which may be payable by Seller to Buyer pursuant to and as limited by Seller's warranty and damage obligations as contained in Sections 10 and 11 hereof so as to effectively limit Seller's obligations to customers of Buyer or third parties to those set forth in Sections 10 and 11 hereof.

13. PATENT INDEMNIFICATION: Seller will, at its own expense, defend or settle any suits that may be instituted against Buyer for alleged infringement by the Goods of any United States patent, provided that: (a) such alleged infringements consist of the use of the Goods for any of the purposes for which such Goods were sold; (b) Buyer shall have made all payments for such Goods then due hereunder; (c) Buyer shall give Seller immediate notice in writing of any such suit and transmit to Seller immediately upon receipt of all processes and papers served upon Buyer; and (d) Buyer shall permit Seller through its counsel, either in the name of Buyer or in the name of Seller, to defend such suit(s) and give all needed information, assistance and authority to enable Seller to do so.

In case of a final award of damages in any such suit, Seller will pay such award but will not be responsible for any compromise or settlement made without its written consent. In case the Goods itself is in such suit held to infringe any valid patent issued in the United States and its use enjoined, or in the event of a settlement or compromise approved by Seller which shall preclude future use of the Goods sold to Buyer hereunder, Seller shall, at its own expense and at its sole option, either: (a) procure rights to continue using such Goods; (b) modify the Goods to render it noninfringing; (c) replace the Goods with non-infringing Goods; or (d) refund the purchase price paid by Buyer for the Goods after return of the Goods to Seller. Notwithstanding the foregoing, Seller shall not be held responsible for infringements of combination or process patents covering the use of Goods in combination with other Goods or materials not furnished by Seller.

The foregoing states the entire liability of Seller for patent infringement, and **IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ATTRIBUTABLE TO AN INFRINGEMENT** nor for infringement based on the use of the Goods for a purpose other than that for which sold by Seller. As to any Goods furnished by Seller to Buyer manufactured in accordance with designs proposed or furnished by Buyer or any claim of contributory infringement resulting from the use or resale by Buyer of Goods sold hereunder, Buyer shall indemnify Seller for any award made against Seller or

(CONTINUED ON NEXT PAGE.)



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By Regal-Beloit

Data subject to change without notice

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TERMS AND CONDITIONS OF SALE (cont'd)

settlement by Seller for any patent, trademark or copyright infringements including attorneys' fees and defense costs.

14. SECURITY AGREEMENT AND FINANCING STATEMENTS: To secure payment of the purchase price and of all monies which may be due hereunder, and performance of all of Buyer's obligations hereunder, Buyer hereby grants to Seller a security interest in all Goods sold by Seller, and agrees to execute such other Security Agreements and Financing Statements as Seller may reasonably request.

15. INSURANCE: Until payment in full of the purchase price, Buyer shall maintain insurance covering all Goods sold by Seller to Buyer in such amounts and against such risks as is customary by companies engaged in the same or similar business and similarly located, and shall, upon Seller's request, furnish evidence of such insurance satisfactory to Seller.

16. DRAWINGS; OTHER DESIGN DATA: All specifications, drawings, designs, data, information, ideas, methods, tools, gages, dies, fixtures, patterns and/or inventions made, conceived, developed or acquired by Seller in connection with procuring and/or executing Buyer's order will vest in and inure to Seller's sole benefit notwithstanding any changes therefor which may have been or may be imposed by Seller.

Buyer shall not give, loan, exhibit, sell or transfer to any person not then employed by Buyer and authorized to receive such information, or to any organization or entity, any drawing, photograph or specification furnished by Seller or reproduction thereof which may enable such person, organization or entity to furnish similar Goods or parts therefor.

17. RETURN OF GOODS: No Goods or part shall be returned to Seller without written authorization and shipping instructions first having been obtained from Seller.

18. ASSIGNMENT AND SUBCONTRACTING: None of the Buyer's rights under any order shall be assigned by the Buyer to any other person, whether by operation of law or otherwise, without Seller's prior written approval. Seller may, without the necessity of obtaining Buyer's prior written consent, subcontract the production of all or any portion of the Goods.

19. CANCELLATION: No order submitted to Seller may be cancelled by Buyer without the prior written consent of Seller, which consent will at all times be conditioned on Buyer's agreement to pay Seller's cancellation charge. For finished Goods which in Seller's judgement is readily resalable to others, the cancellation charge shall be 15% of the invoice price of the Goods. For all other cancellations, the cancellation charge shall amount to all cost and expenses incurred by Seller and arising out of or in connection with Buyer's order, net of recoverability, but in no event less than 10% of the invoice price of the Goods or more than the invoice price.

20. GENERAL:

Governing law - These Terms and Conditions, and the contract of sale between Seller and Buyer, shall be governed by and construed in accordance with the laws of the State of Wisconsin. Seller and Buyer hereby agree that any legal action deemed necessary by either party hereto shall be brought in the Circuit Court in and for Seller County, Wisconsin and hereby consent to the personal jurisdiction of such court in any such action over the parties hereto. The rights and obligations of Seller and Buyer shall not be governed by the provisions of the United Nations Convention on Contracts for the Internal Sale of Goods.

Attorneys' Fees - Buyer agrees to pay all of Seller's costs and expenses of collection and related litigation, including but not limited to attorneys' fees and costs.

Severability - The invalidity, in whole or in part, of any of the provisions of these Terms and Conditions, shall not affect the enforceability of any of the other provisions thereof.

Applicability - The Terms and Conditions as stated herein are applicable as of the date of this printing and until such time as changed by Seller.

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