



Electric South
A Limited Liability Company

Terms and Conditions

Electric South LLC Statement:

Electric South LLC sells used, unused, reconditioned and new equipment from a multitude of manufactures both current and obsolete. Our products may have been purchased outside of the normal distribution networks from qualified resources. All reconditioned equipment will be cleaned, tested, inspected to be in proper working condition and painted if needed. Unused or new surplus equipment may come in the original packaging from the factory unless the packaging is not available or has been lost. New equipment is shipped directly from the original manufacturer to the customer or to an Electric South LLC location prior to being delivered and is subject to fluctuating standard lead times. Used items are sold as is and are not covered under Electric South's limited warranty. We are not an authorized dealer for any manufacturer. Any logos or manufacturer names listed on our website are for reference purposes only and are the property of the original manufacturer.

Limited Warranty:

Electric South LLC's Limited Warranty terms are as follows: All reconditioned, unused, and new equipment is subject to a one-year limited warranty. All reconditioned liquid-filled padmount and substation transformers is subject to a three-year limited warranty. Electric South warrants all reconditioned, unused, and new equipment to be free from defects in workmanship and materials, under normal use and conditions in compliance with OEM specification. Electric South agrees, at its option during the warranty period, to repair any defect in material or workmanship, or to replace the defective equipment with a product of equal value. In the event that Electric South cannot replace the defective equipment we

will refund the purchase price after the equipment has been returned to an Electric South location. Any used equipment sold "as-is" does not come standard with any warranty terms. Notwithstanding the foregoing, Electric South LLC personnel may agree to provide a limited warranty at the time of sell of such equipment. The decision to provide a limited warranty on used equipment sold "as-is" will be made at the sole election of Electric South LLC on a case-by-case basis and must be set forth in writing to be enforceable.

This limited warranty does not include or apply to: any damage or defect resulting from any use for which the product was not intended; any damage or defect resulting from incorrect or inadequate maintenance or care; any damage or defect resulting from misuse, abuse, or neglect; normal wear and tear; and/or damage incurred during transportation, assembly, repair or maintenance.

Electric South expressly disclaims all warranties and conditions not stated in this limited warranty. To the extent allowed by law, Electric South disclaims all implied warranties or conditions, including any implied warranties of merchantability and fitness for a particular purpose. To the extent such warranties or conditions cannot be disclaimed under applicable law, any implied warranty or condition of merchantability, satisfactory quality, or fitness for a particular purpose is limited to the duration of the express warranty set forth above.

Privacy Policy:

INFORMATION COLLECTION, USE, AND SHARING

Electric South LLC does collect and store information about our customers. We are the sole owners of the information collected. We only have access to/collect information that you voluntarily give us via phone, email, our website, or other direct contact from you. We will not sell or rent this information to anyone. We will only use your information to provide accurate quotes, accurately fill orders, and provide you with customer services. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g. to ship an order. Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

YOUR ACCESS TO AND CONTROL OVER INFORMATION

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

SECURITY

We take precautions to protect your information. When we collect sensitive information from you it is stored on a secure server. We also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information.

Shipping Policy:

All orders that are 100lbs or less will be shipped via UPS or other shipping services. Any items over this weight limit will be shipped LTL Freight or common carrier at the discretion of Electric South LLC. The customer shall be responsible for all shipping and handling charges unless otherwise confirmed in writing by Electric South. If the customer wishes to have items shipped on their account, all instructions and account information must be provided at time of order. Handling fees may still apply in certain circumstances. Electric South does not provide shipping insurance. If the customer requires shipping insurance, they must request it at time of order and pay all associated expenses.

Return Policy:

Any returns not covered under our standard warranty must be made within 30 days of purchase. All returns must be authorized by Electric South LLC personnel. Returns are subject to restocking fees determined prior to equipment return. In some cases, equipment may be deemed unreturnable at the sole discretion of

Electric South LLC personnel. All shipping charges for returns made shall be the responsibility of the customer.

Sales Tax:

Electric South LLC is required to charge all applicable Alabama state sales tax for every transaction performed within the state of Alabama. If the customer is tax exempt, they must provide a tax exemption certificate for Electric South LLC to keep on file at time of order.