

M402

**ELECTRICAL EQUIPMENT**

(a) Seller warrants that the design and construction of electrical equipment delivered under this contract comply with all applicable statutes, ordinances, regulations, codes, and standards of the jurisdiction where the electrical equipment is to be installed, as indicated in this contract. If Seller installs the equipment, Seller further warrants that the installation and operation also shall comply with said applicable statutes, ordinances, regulations, codes, and standards.

(b) In addition, electrical equipment shall comply with the National Electric Code to the extent there is no conflict with more restrictive provisions contained in applicable statutes, ordinances, regulations, codes, and standards, and shall bear inspection labels that indicate listing or approval by the Underwriters Laboratory, Inc. or other Buyer-approved testing laboratory.

(c) In the event the electrical equipment and installation, if installed by Seller, do not comply fully with said statutes, ordinances, regulations, codes, and standards, Buyer, in addition to its rights as stated in other provisions of this contract, may (i) return the electrical equipment to Seller for a full refund of the purchase price, (ii) modify the electrical equipment to comply with the foregoing statutes, ordinances, regulations, codes, and standards and/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 cost is incurred by Buyer after payment to Seller, Seller shall promptly reimburse Buyer therefore.