

TOSHcare® ADJUSTABLE SPEED DRIVE CHASSIS PROTECTION PLAN TERMS AND CONDITIONS (Effective June 1, 2019)

Toshiba International Corporation (“TIC”) with its headquarters and principal place of business located at 13131 W. Little York Rd., Houston, TX 77041 makes available for purchase a one-year protection plan for certain adjustable speed drive and/or components thereof originally purchased from or manufactured by TIC (each, a “Product”) under the terms and conditions set forth herein. Such plan is hereinafter referred to as the “Plan”, and the one-year period of the Plan shall be referred to as the “Plan Period”.¹ Pricing for a Plan for a Product will be as set forth in the applicable quotation provided by TIC. Once purchased, the Plan shall apply to a Product based on its unique serial number.

WARRANTY: TIC warrants that the Products shall be free from defects in materials and workmanship during the Plan Period. In the event that a defect in materials or workmanship is discovered during the Plan Period, the Plan provides for repair or replacement of such Product parts (except with respect to power modules (TOSHcare® Power Module Protection Plan sold separately), transformers or reactors) incorporated into the applicable Product) during the Plan Period, Purchaser must promptly notify TIC in writing at 13131 W. Little York Rd., Houston, TX 77041 (“TIC Address”) or TIC-TOSHcare@toshiba.com of any purported nonconformity and must furnish TIC satisfactory proof thereof. If TIC so requests, Purchaser shall return the nonconforming Product (or applicable component or part thereto) to TIC at the TIC Address and pay all expenses related to such return. Unless otherwise provided by law, Purchaser acknowledges and agrees that the repair or replacement of such nonconforming part(s) shall be at TIC’s sole discretion although input of the purchaser of the Plan, whether purchased directly from TIC or through another channel (“Purchaser”) will be taken into account. In the event that repair or replacement is not commercially feasible, Purchaser acknowledges and agrees that TIC reserves the right to refund the purchase price for the Plan and to cancel the Plan. Unless otherwise agreed to by the Parties, all repaired and/or replaced Products shall be delivered FCA TIC designated facility (INCOTERMS® 2010), export packing not included. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TIC MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE DRIVES OR ANY GOODS OR SERVICES PROVIDED UNDER THE PLAN AND EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR OR INTENDED PURPOSE WITH RESPECT THERETO. TIC DOES NOT WARRANT THE CONTINUED UNINTERRUPTED OR OPTIMAL PERFORMANCE OF THE PRODUCT(S) OR ANY FACILITY IN WHICH THE PRODUCT(S) ARE OPERATED.

PLAN EXCLUSIONS AND LIMITATIONS: The Plan does not cover (1) normal wear and tear; (2) Products or any components or parts thereto that have not been properly stored, assembled, installed, serviced, maintained, operated, or used within the limits of rated capacity and normal usage; (3) Products or any components or parts thereto not used in accordance with current operating and maintenance instructions furnished by TIC, and (4) Products or any components or parts thereto that have been altered or modified in any manner without TIC’s written consent. If any Product has been relocated, altered or serviced by persons other than TIC-dispatched representatives, TIC reserves the right to inspect such equipment for damage resulting from such relocation, alteration or servicing and to separately charge Purchaser for any parts and labor required to remedy such damage as deemed necessary by TIC. If Purchaser refuses to allow such inspection and/or subsequent repairs, the Plan may be terminated in TIC’s sole discretion, and TIC shall not be responsible for performance of any work on the applicable Product(s) or refunding any amounts previously paid for the Plan. In addition to return expenses set forth above, the Plan does not include the following, which shall be Purchaser’s responsibility: 1) any travel and/or living expenses incurred by TIC-dispatched personnel for on-site service; 2) charges for work performed by TIC personnel outside of standard hours²; or 3) costs of gaining access to the Products or of disassembly or reassembly of any equipment, material or structures appurtenant to the Products.

TAXES: Amounts charged for the Plan do not include federal, provincial, state or local sales, use, excise, value added or other taxes that may be levied or assessed upon any property or services furnished under the Plan. Any such tax shall be paid by the Purchaser, and, if by law, TIC is responsible for the collection or payment thereof, the same shall be added to the price(s) specified for the Plan in the applicable quotation.

REQUESTS FOR SERVICES: Purchaser must complete all applicable service request forms, which are located at <https://www.toshiba.com/tic/service-warranty/service-request-forms> in order to request services under the Plan. No services will be provided unless TIC has received payment for all Plan invoices.

LIMITATION OF LIABILITY: To the maximum extent permitted by law, for services provided under the Plan at Purchaser’s facility, TIC shall have no liability for loss, damage, claim, injury or expenses, including liability for personal injuries, resulting from negligent acts or omissions or willful misconduct of its agents and/or employees. The total liability of TIC for any loss, damage, or claim, whether in contract, warranty, tort (including negligence and strict liability), or otherwise, arising out of or relating to the Plan, shall not in any event exceed the price of the Plan (except as further limited under the remedy provisions herein). Notwithstanding the foregoing, in no event shall TIC be liable under any theory of recovery, including, without limitation, contract, warranty, or tort (including negligence and strict liability) for any indirect, incidental, special or consequential damages, including, without limitation, loss of profits, business, or information; loss of use of the Products or any associated equipment; costs of capital, substitute Products, facilities or services; costs of down time or labor; or claims of Purchaser’s customers for such damages, even if TIC was advised of the possibility of such damages.

GENERAL: Each of TIC and Purchaser agrees that TIC is not an insurer and that payment for the Plan is based solely on the value of the Plan. To the extent not otherwise addressed in this document, goods and/or services provided under the Plan shall be subject to the current version of TIC’s Standard Terms and Conditions of Field Services, which can be found at https://www.toshiba.com/tic/cms_files/Field_Services_Terms_and_Conditions.pdf (the “Website”). Each of the Plan and the terms and conditions set forth herein shall be governed by the laws of the State of Texas excluding its conflicts of laws provisions. **THESE TERMS AND CONDITIONS SHALL BE THE EXCLUSIVE TERMS AND CONDITIONS APPLICABLE TO AND SHALL GOVERN ANY REQUEST FOR SERVICES UNDER THE PLAN AND, UNLESS PURCHASER AND TIC OTHERWISE AGREE IN WRITING, THESE TERMS AND CONDITIONS SHALL CONTROL OVER ANY CONFLICTING TERMS AND CONDITIONS CONTAINED IN ANY DOCUMENT GENERATED BY PURCHASER OR TIC IN CONNECTION THEREWITH AND ANY STANDARD OR PRE-PRINTED TERMS AND CONDITIONS CONTAINED THEREIN SHALL BE NULL AND VOID.**

¹To the extent a Product is still covered under its original manufacturer warranty (“Original Warranty Period”), for all purchased Plans, the Plan Period would begin upon the date on which the repaired or replaced Products leave TIC’s facility or at the completion of services rendered onsite (“Plan Effective Date”) and continues until the expiration of the Original Warranty Period or the date that is twelve (12) months after the Plan Delivery Date, whichever is later. If the Plan is purchased after the expiration of its Original Warranty Period, the Plan shall begin on the Plan Effective Date.

²After hours, weekend and/or holiday time is subject to rates set forth on the current field service rate schedule located at the Website.