

Customer: 
Project: 
Date: 

EXHIBIT F-1

NOVINIUM® BASIC WARRANTY

During the Warranty Period in the Table set forth below, if there is a dielectric failure in the treated Subsegment or a component attached to a Subsegment that was installed by Novinium, by a Novinium Certified Service Partner, or under the supervision of Novinium that is not caused by external damage outside of the control of Novinium and the Customer makes a warranty claim, the Customer will be provided a single cash refund for the Pro Rata Injection-Related Customer Charges for the treated Subsegment and/or associated components that failed. If the customer does not identify the failed Subsegment or the location of the failure in the segment, the shortest Subsegment shall be assumed. The capitalized terms used in this warranty shall be as defined in Exhibit F-2.

Warranty Period Table	Warranty Period (years)	
	Perficio™ 011 Fluid	Ultrinium™ 732/733 Fluid
UPR – Non-Demanding Applications	20	25
UPR – Demanding Applications	10	
SPR – Non-Demanding Applications	25	40
SPR – Demanding Applications	20	

The Warranty Period begins after injection when the Novinium equipment is removed and the Warranty Period continues for the length of time specified in the Warranty Period Table above.

The above remedies are void if: (1) any Discouraged Cable Diagnostic Testing is carried out on the cable 120 days before or after injection, (2) if the cable was not in Continuous Operation at system voltage for 120 days prior to injection, or (3) where explicitly waived by the Customer (see Exhibit F-3).

After 120 days of continuous operation at system voltage after injection, the above remedies are suspended, but not extended, for a period of 120 days if: (1) any Discouraged Cable Diagnostic Testing is carried out, or (2) Abnormal Operational Excursion(s) occur.

To make a claim, the Customer shall provide Novinium with a completed Novinium Warranty Claim form (See Exhibit F-4) within ninety (90) days of the dielectric failure, and a Novinium® warranty tag, if it is easily available. The warranty tag identifies the Segment of cable that has failed. For the first year of the warranty period, the refund, if any, will be made by Novinium. After the first year and until the warranty period has expired, the refund, if any, will be made by Novinium Warranty Trust (NWT). Information about the irrevocable NWT, blank warranty claim forms, and warranty waiver forms are available at www.novinium.org.

THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER FOR WARRANTY CLAIMS WILL BE A CASH REFUND. NOVINIUM SHALL NOT BE LIABLE FOR ANY ADDITIONAL DAMAGES OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CLAIMS, INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY AND BREACH OF CONTRACT.

THIS WARRANTY AND EXCLUSIVE REMEDY ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES OR REMEDIES, WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED, AND NOVINIUM HEREBY EXPRESSLY DISCLAIMS ANY OTHER EXPRESS WARRANTY AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE OR AGENT OF NOVINIUM IS AUTHORIZED TO GRANT ANY WARRANTY THAT IS GREATER OR DIFFERENT THAN THIS WARRANTY.

NOTE: NOVINIUM requests that if the cable has experienced a dielectric failure, the Customer supply the failed portion of the Segment to NOVINIUM for complimentary failure analysis. This is only a request and not mandatory to complete the claim. NOVINIUM uses the failure analysis to refine the rejuvenation chemistry and injection process. For complete sample handling best practices, see NRI 93, "Failure Sample Handling" at www.novinium.com/instructions.aspx.

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EXHIBIT F-2

NOVINIUM[®] BASIC WARRANTY DEFINITION OF TERMS

Abnormal Operational Excursion(s) includes non-routine maintenance or operations prior to the segment failure such as: (1) conductor currents or neutral current greater than circuit design constraints; (2) operating temperature greater than circuit design; (3) manual resetting of a recloser, such that it cycles through more than a single cycle of reclosing operations; (4) physical manipulation of the segment including dig-ins; or (5) any other operational practice, act of a third party, or act of God (except lightning strikes), which is believed to degrade the reliability of connected circuits.

Continuous Operation is when a cable has been energized for at least 90 of the 120 days prior to injection.

Demanding Applications include:

- Cables with 19 or fewer strands, which are compact strands. Compact strands are defined by ICEA S-94-649-2004, the IEC, or successors.
- Cables which are located in thermic, hyperthermic, or warmer soils as indicated by the 2005 U.S. Department of Agriculture, Natural Resources Conservation Service, Soil Survey Division, World Soil Resources survey map or any substantially similar successor map.

Discouraged Cable Diagnostic Testing includes any exposure of the cable Segment to (1) a voltage greater than 1 kV at any frequency from 0-49 Hz or above 60 Hz; (2) any exposure of the cable Segment to voltages at any frequency above the rated voltage of the cable; or (3) any off-line cable testing with duration greater than 2 minutes.

Injection-Related Customer Charges include all charges directly required to inject the cable, such as injection preparation, splice excavation required to allow flow, and injection hourly and footage charges. Injection-Related Customer Charges exclude all ancillary charges not directly required to inject the cable, such as fault location and repair, transformer maintenance, bushing change out, riser-pole rebuilds, delay, training, mobilization, and demobilization. Injection-Related Customer Charges are recorded in the currency in which the Customer is invoiced. Where the Customer currency is not in U.S. Dollars, a conversion to U.S. Dollars at the exchange rate effective on the date the charge was incurred will be the amount of the Injection-Related Customer Charges. This U.S. Dollar value of the Novinium Warranty Invoice is the amount that will be utilized for the refund calculation in the event of a warranty claim.

NITS, the Novinium Injection Tracking System, is a database of all cable segments injected and all Injection-Related Customer Charges at www.novinium.com/NITS.

Non-Demanding Applications are those that are not **Demanding Applications**.

Novinium Warranty Invoice is an output from **NITS**, listing all **Injection-Related Customer Charges**.

Pro Rata Injection Related Customer Charges are calculated for the cable Subsegment by adding all the Injection Related Customer Charges for the Subsegment and the Subsegment's share of any Segment Injection Related Customer Charges based on length as reflected in the Novinium Warranty Invoice, available in the Novinium Injection Tracking System, online at www.novinium.com/NITS.

Segment is defined as the length of a single conductor, whether continuous or spliced, between two terminations, and is identified with a unique 8-digit number at each termination with a pair of Novinium warranty tags.

Subsegment is defined as the length of a single continuous conductor between two terminations when there are no splices, between two splices, or between a splice and a termination. The number of Subsegments in any Segment is $n+1$, where n is the number of splice locations.

Sustained Pressure Rejuvenation (SPR) is the most advanced injection method and provides the greatest post-injection circuit reliability. SPR is recommended by Novinium for the highest performance and value. SPR is defined as: (1) injection in polyethylene insulated cables where a pressure in excess of 50 psig is initially maintained along the entire cable length being treated when the injection is complete, and (2) all rubber insulated cables whatever the pressure.

Unsustained Pressure Rejuvenation (UPR) provides a less robust treatment option where splices in the cable are inaccessible. UPR applies to all injection segments that are not Sustained Pressure Rejuvenation.

Warranty Waiver – Novinium provides the highest quality of craftsmanship in all of its processes. As an integral part of all Novinium[®] brand injections, the cable is inspected by Novinium certified field technicians for a variety of flaws. Novinium recommends correcting identified flaws to assure the Novinium standard of reliability. The procedures for identifying and correcting such flaws are promulgated by the Novinium Rejuvenation Instructions, or NRIs. The most current NRIs are always available online at www.novinium.com/instructions.aspx. Occasionally, a circuit owner may desire to deviate from the quality recommendations of Novinium even though the deviation may result in future reliability issues. The circuit owner agrees by executing a Warranty Waiver (See Exhibit D-3. An electronic version is available at www.novinium.com/pdf/WarrantyWaiver.pdf), that the remedy set forth in the Novinium Warranty will be suspended for the portion of all segments, which suffer the identified flaw(s).

Customer: 
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EXHIBIT F-3

NOVINIUM® BASIC WARRANTY WAIVER

Waiver of Novinium Unconditional Warranty

Novinium provides the highest quality of craftsmanship in all of its processes. As an integral part of all Novinium® brand injections, the cable is inspected by Novinium certified field technicians for a variety of flaws. Novinium recommends correcting identified flaws to assure the Novinium standard of reliability. The procedures for identifying and correcting such flaws are promulgated by the Novinium Rejuvenation Instructions or NRIs. The most current NRIs are always available online at www.novinium.com/instructions.aspx.

_____ (Customer) desires to deviate from the quality recommendations of Novinium and understands that the deviation may result in future reliability issues. The Customer agrees by signing this Waiver that the remedy set forth in the Novinium Warranty will be suspended for the portion of all segments, which suffer the flaw(s) indicated below and which have been identified in the Novinium Injection Tracking System (NITS) to include the designated flaws.

- BR-The Cable is bent beyond its minimum bending radius
- IS-The insulation shield is separated from the insulation
- NC-The neutrals are more than ___% corroded.
- OT-Other: _____

This waiver shall be valid for cables treated:

Indicate PO, WO, and/or date range waiver shall be in effect

Sign & date

Print name & title

Instructions: A copy of this document must be supplied to the data administrator at the Novinium Corporate Office. The administrator will assign a Waiver number, scan the document, and incorporate it into NITS. Each time that the waiver is utilized by the injector the waiver number shall be entered in the NITS record along with a brief note describing the physical location of the flaw(s).



WARRANTY CLAIM FORM

SEGMENT # _____	FAILURE/PROBLEM DATE _____
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REASON FOR CLAIM <input type="checkbox"/> Failure or workmanship <i>If you checked this box, please complete Questionnaire on back</i> <input type="checkbox"/> Other <i>If you checked this box, please explain in comments section below.</i>	REMITTANCE OPTION <input type="checkbox"/> Credit for future work <input type="checkbox"/> Refund Check <input type="checkbox"/> No Credit Requested
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Please fill in loop and termination designations below. Note any splices and problems/failures using key provided

Loop/Circuit Name: _____

KEY: X Dielectric Failure
 Splice: Construction
 ▼ Other Splice

Term 1

Term 2

Total Length _____ Feet Phase _____ of _____

COMMENTS

REMIT TO ADDRESS:

Customer Name: _____

Attention: _____

Street: _____

City, State, Zip _____

AUTHORIZED CUSTOMER REPRESENTATIVE

I hereby attest and agree that:

1. I have read and understood the Novinium Warranty and the definitions of the capitalized terms below provided as Exhibit F-2 to the rejuvenation Agreement.
2. The Segment has not been subjected to Discouraged Cable Diagnostic Testing for a period of 120 days before the failure;
3. The Segment was in Continuous Operation for a period of 120 days before the date of injection;
4. The Segment has not been subjected to Abnormal Operational Excursion(s) for a period of 120 days before the failure.
5. Effective upon Customer's receipt of the warranty remittance, Customer discharges Novinium and the Novinium Warranty Trust from any and all claims, arising out of or relating to the treated Segment.
6. Customer agrees that the circumstances and details of the Warranty claim are the joint property of Customer and Novinium and that either party may publically discuss those details.
7. The actual cost to repair the failure was _____. Specify currency if not US\$. _____

Signature: _____ Date: _____

Print Name: _____

PLEASE RETURN THIS FORM AND FAILURE SAMPLE(S) TO:

Novinium Inc. Reliability Dept. 34110 9 th Avenue South, Suite B Federal Way, WA 98003	Phone: 206.529.4828 Email: Failure.lab@novinium.com Fax: 206.774.9754
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Customer:
Project:
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DIELECTRIC FAILURE QUESTIONNAIRE

Approximate time of failure: _____

Ambient temperature at time of failure (estimated): _____

Circuit was:

- Energized and loaded (estimated loading _____ amps)
- Energized but not loaded

Failure site was:

- Cable only
- Component (includes cable failures within 6" of component)

If you checked Cable only, please return this form and several inches of cable on both sides of the failure to Novinium for analysis.

COMPONENT FAILURE

What failed?

- Splice
- Elbow
- Live-front termination

Component manufacturer and model: _____

When did it fail?

- Within moments of the cable being energized
- As the component was being de-energized
- While in unattended operation

Visible evidence:

- Visible tracking
- Leaking fluid
- Improper installation
- Excavation dig-in
- Other: _____

Failure Sample Handling

See NRI 93, "Failure Sample Handling" at www.novinium.com/NRI93 for complete sample handling best practices.

Do	Don't
<ul style="list-style-type: none">• Photograph the failure site in its "as found" condition.• Remove all damaged cable and/or components, preferably as a single assembled unit• Use electrical tape to secure bare neutrals• Seal all ends and fault hole to minimize fluid loss• Collect a warranty tag• Send the sample to the Reliability Lab right away	<ul style="list-style-type: none">• Throw anything away• Cut right at the failure• Clean anything• Bend or cut the sample to fit it in a package• Straighten a bent sample