

Westinghouse



Power Circuit Breakers SF₆ and Oil

4160 Volts and Above, All Ratings
Indoor and Outdoor

Price References, Discounts, Commissions and Multipliers

Product	User Discount Schedule 33-001 [ⓐ]		Equipment Assemblers Discount	Agent Commission
	Discount	Multiplier		
Effective August 28, 1972[ⓑ]				
For prices on all breakers (except indoor), refer to Price Bulletin 33-200, dated September 1, 1972.				
Distribution Oil Breakers: 14.4-23 kv . . .	25%	.75		
Modifications – Distribution Oil Breakers.	25%	.75		
Subtransmission Oil Breakers: 14.4-69 kv.	25%	.75		
Modifications – Subtransmission Oil Breakers	25%	.75		
Transmission Oil Breakers: 69-169 kv . . .	25%	.75		
Modifications – Transmission Oil Breakers.	25%	.75		
Transmission Oil and Gas Breakers: 242 kv	25%	.75	See Schedule 33-005	See Schedule 33-006
Modifications – Transmission Oil and Gas Breakers	25%	.75		
EHV Oil and Gas Breakers: 362 kv	③	③		
Modifications – 362 kv Oil and Gas Breakers	③	③		
EHV Gas Breakers: 550 kv	③	③		
Modifications – 550 kv Gas Breakers	③	③		
EHV Gas Breakers: 765 kv	③	③		
Modifications – 765 kv Gas Breakers	③	③		
Effective March 29, 1971				
Price references for indoor breakers: PL 33-120 and PM 33-140				
Indoor Oil Breakers	Net	1.00		
Modifications – Indoor Oil Breakers	Net	1.00		

ⓐ Changed since previous issue.
 ⓑ See Page 3 for classification of purchasers
 ⓓ Contact the Power Circuit Breaker Division.

NOTE: Vacuum breakers are a product of the Westinghouse Distribution Apparatus Division in Bloomington, Indiana. For prices on this product line, see Catalog Section 38-900.

Standard Conditions of Sale

Prices
 Prices, discounts and commissions are subject to change without notice.

Price Policy: Effective March 10, 1970
 For EHV, 362, 550 and 765 kv, shipments:

prices are firm for 36 months.
 For shipments within 12 months (except EHV, 362, 550 and 765 kv):
 (Price policy 10) Prices are firm.

For shipments beyond 12 months (except EHV, 362, 550 and 765 kv):

Either:
 For shipments within 12-24 months:
 (Price policy 40) Price in effect at time of shipment except increase will not exceed 5%.

For shipments within 24-36 months:
 (Price policy 50) Price in effect at time of shipment except increase will not exceed 10%.

For shipments in excess of 36 months:
 (Price Policy 30) Price in effect at time of shipment with no ceiling on the amount of price increase.

Or: Prices are subject to adjustment upward or downward for changes in labor and material costs, such adjustments to be determined in accordance with the terms set forth in Westinghouse form 30500, except the base month shall be the 13th month after acceptance of the Westinghouse proposal. Ceiling will not exceed 5% for shipments made within 12 to 24 months and 10% for shipments made within 24 to 36 months.

A final billing will be made in line with the lower of these two clauses at time of shipment.

Taxes

The price does not include any state or local property, sales, use or privilege taxes, or any state or local taxes in lieu of the foregoing; and since any one or all of such may not or hereafter be applicable to, measured by or imposed upon the property, its sale, its value or its use, as contemplated in this offer (bid), or a contract pursuant thereto and/or the execution thereof, Purchaser agrees to pay or reimburse any such taxes which Westinghouse or Westinghouse's contractors or suppliers are required to pay.

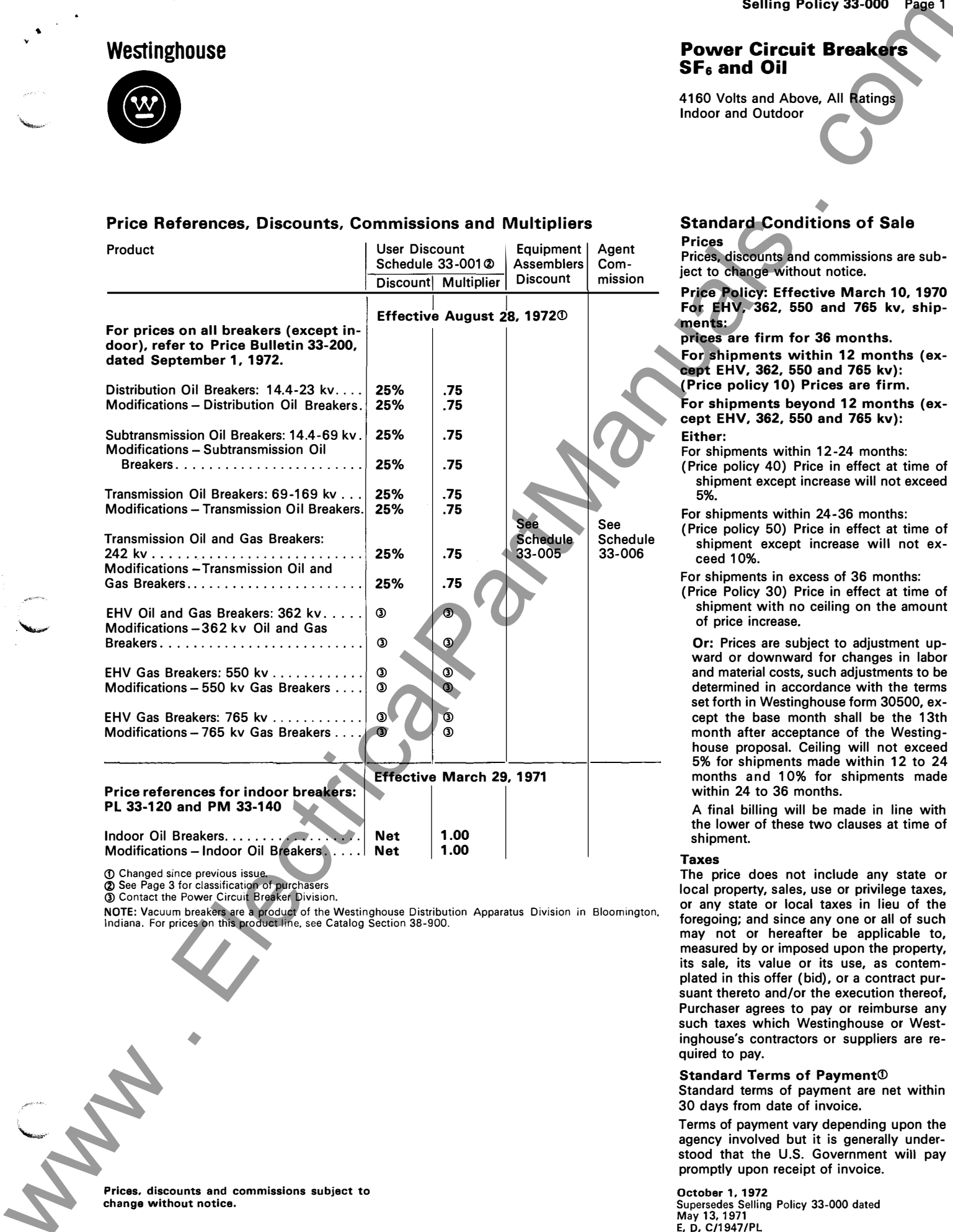
Standard Terms of Payment[ⓐ]

Standard terms of payment are net within 30 days from date of invoice.

Terms of payment vary depending upon the agency involved but it is generally understood that the U.S. Government will pay promptly upon receipt of invoice.

October 1, 1972
 Supersedes Selling Policy 33-000 dated May 13, 1971
 E, D, C/1947/PL

Prices, discounts and commissions subject to change without notice.



Westinghouse

**Accelerated or Delayed Payments^①**

There will be no reduction in price for payments more favorable to Westinghouse than the standard terms. If payments are not made in conformance with the standard terms, the quoted price shall, without prejudice to the right of Westinghouse to immediate payment, be increased by an amount equal to the lesser of 1% per month or fraction thereof on the unpaid balance or the highest legal rate.

Payments^①

If, in the judgment of Westinghouse, the financial condition of the Purchaser, at any time during the manufacturing period, or at the time product is ready for shipment, does not justify the terms of payment specified, Westinghouse may require full or partial payment in advance. Pro rata payments shall become due as shipments are made.

If shipments are delayed by the Purchaser, payments shall become due from date when Westinghouse is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and percent of completion and Purchaser shall reimburse Westinghouse for any additional costs resulting from such delay. Products held for the Purchaser shall be at the risk and expense of the Purchaser.

Delivery^①**F.O.B. – P/S – Frt/Ppd and Allowed:**

This product is sold f.o.b. point of shipment, freight prepaid and absorbed in the price. When the Purchaser's specification calls for f.o.b. common carrier point nearest first destination (f.o.b. – p/d – frt/ppd.) add 1% to the Net Price for each breaker.

Freight Prepaid is defined as:

Area A – Shipments to destinations within the United States, except to Alaska and Hawaii:

to the accessible common carrier point nearest to the first destination, but within the confines of the United States except Alaska and Hawaiian Islands.

Area B – Shipments to destinations other than Area A:

to the accessible common carrier point nearest to the point of departure from Area A to Alaska, Hawaii, or Panama Canal Zone, Puerto Rico, and any other territory, dependency, insular possession, or trust territory of the United States.

Cartage (Store Door Delivery) – Transportation charges incurred from the nearest common carrier point to final destination or to ship side (in case of shipments to U. S. possessions) are the responsibility of the Purchaser unless the common carrier fur-

nishes store door delivery at no extra charge.

Transportation charges on local shipments from warehouses will be borne by Westinghouse to the same extent as common carrier furnishes store door delivery at no extra charge.

Origin, Method of Shipment, and Routing

– Westinghouse will determine the point of origin of shipment, the method of transportation, and the routing of shipment. Purchasers requiring shipment by a method or routing other than that of Westinghouse selection will be billed any excess or premium in transportation charges. For example, in case the Purchaser requests AIR EXPRESS shipment, Westinghouse will absorb only an amount equal to the charges of the normally selected common carrier. If the actual transportation charges on these shipments are less than such common carrier charges, Westinghouse will absorb only the actual charges. If Westinghouse elects to ship by other than common carrier, the full transportation charges will be prepaid.

In no case will Westinghouse absorb transportation charges in excess of the actual amount received by the carrier for its services.

Purchaser Pick-up – No allowance will be made in lieu of transportation if the Purchaser accepts shipment at factory, warehouse, or freight station. Transportation charges will not be deducted from a selling price.

U. S. Government^① When U. S. Government specifications require a government bill of lading, quotation will be f.o.b. point of shipment, freight not allowed.

Loss, Damage, or Delay^①

Westinghouse shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of any governmental authority or of the Purchaser, riot, embargo, car shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or due to any other cause beyond its reasonable control.

In the event of delay in performance due to any such cause, the date of delivery or time for completion will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

Warranty^①

Westinghouse warrants that the products sold by it will, upon shipment, be free of

defects in workmanship or material. Should any failure to conform to this warranty become apparent during a period of one year after the date of shipment, Westinghouse shall, upon prompt written notice from the Purchaser, correct such non-conformity by repair or replacement, f.o.b. factory, of the defective part or parts with respect to the quality of the products. **The foregoing warranty is exclusive and in lieu of all other warranties of quality whether written, oral, or implied (including any warranty of merchantability or fitness for purpose.)**

Special Warranty

1. To meet Purchaser's specifications and/or terms and conditions that require the manufacturer to be liable during the warranty period for the direct cost^② of:

- a. Removing a breaker from service
- b. Transportation to the factory or repair facility and return to site, or repair on site^③
- c. Re-installation on site

^③ Expense for removing adjacent apparatus, fire walls, installing spare breakers, incremental costs of supplying temporary service, etc., is not included.

^④ Westinghouse reserves the right to determine whether the unit will be returned to the factory or repaired on site.

Add 2% to the net price for each breaker

The Westinghouse liability for a., b. and c. above, under this special warranty will not exceed 50% of the price of the warranted apparatus.

Exceptions

Westinghouse Oil Circuit Breakers are to be operated with Westinghouse approved brand insulating oils as listed. When this apparatus is operated with other than Westinghouse approved insulating oils, the warranty is void in case of trouble traceable to oil.

For approved brands, see price list 45-825, page 2.

Bushings: NEMA standardization on bushings permits physical interchangeability between Westinghouse bushings and those of other manufacturers. Because these standards cover only dimensional requirements with no control over quality and mechanical strength, when Westinghouse breakers are operated with other than Westinghouse manufactured bushings, the standard warranty is void in case of trouble traceable to those bushings.

^① Changed since previous issue.

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The remedies provided above shall be Purchaser's sole remedies for any failure of Westinghouse to comply with the warranty provisions, whether claims by the Purchaser are based in contract or in tort (including negligence).

Limitation of Liability[Ⓞ]

Westinghouse shall not be liable in contract or in tort for special, indirect, incidental, or consequential damages, such as, but not limited to, loss of profits or revenue, loss of use of power system, cost of capital, cost of purchased or replacement power, or claims of customers of Purchaser for service interruptions. The remedies of the Purchaser set forth herein are exclusive, and the liability of Westinghouse with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, installation or technical direction of installation, repair or use of any equipment covered by or furnished under this contract whether in contract, in tort, or otherwise, shall not exceed the price of the equipment or part on which such liability is based.

Patents[Ⓞ]

Subject to the following provisions, Westinghouse shall at its own expense, defend or at its option settle any claim, suit or proceeding brought against the Purchaser, and/or its vendees, mediate and immediate, so far as based on an allegation that any goods, material, equipment, device or article (hereinafter referred to as product) or any part thereof furnished hereunder constitutes a direct or a contributory infringement of any claim of any patent of the United States. This obligation shall be effective only if Purchaser shall have made all payments then due hereunder and if Westinghouse is notified promptly in writing and given authority, information and assistance for the defense of said claim, suit or proceeding. Westinghouse shall pay all damages and costs awarded in such suit or proceedings so defended. In case the product or any part thereof furnished hereunder becomes the subject of any claim, suit or proceeding for infringement of any United States patent, or in the event of an adjudication that such product or part infringes any United States patent, or if the use or sale of such product or part is enjoined, Westinghouse shall, at its option and its own expense, either

- (a) procure for the Purchaser the right to continue using said product or part thereof; or
- (b) replace it with a non-infringing product; or

[Ⓞ] Changed since previous issue.

- (c) modify it so it becomes non-infringing; or
- (d) as a last resort remove it and refund the purchase price and the transportation and installation costs thereof.

The foregoing indemnity does not apply to the following:

1. Patented processes performed by the product, or another product produced thereby.
2. Products supplied according to a design other than that of Westinghouse and which is required by the Purchaser.
3. Combinations of the product with another product not furnished hereunder unless Westinghouse is a contributory infringer.
4. Any settlements of a suit or proceeding made without Westinghouse's written consent.

The foregoing states the entire liability of Westinghouse with respect of patent infringement by said product or any part thereof.

If a suit or proceeding is brought against Westinghouse solely on account of activities enumerated in paragraphs 1, 2 and 3 above, Purchaser agrees to indemnify Westinghouse in the manner and to the extent Westinghouse indemnified Purchaser in the preceding paragraph insofar as the terms thereof are appropriate.

Title - Risk of Loss

The equipment sold shall remain the property of Westinghouse and shall remain personal property until fully paid for in cash, and the Purchaser agrees to perform all acts which may be necessary to perfect and assure retention of title to such product by Westinghouse. Risk of loss of the product, or any part of same, shall pass to the Purchaser upon delivery of such product or part, F.O.B., point of shipment.

Termination[Ⓞ]

Any order or contract may be terminated by the Purchaser only on written notice and upon payment of reasonable and proper termination charges.

Returning Products

Authorization and shipping instructions for the return of any product must be obtained by the Purchaser from Westinghouse sales office or distribution outlet before returning the product. Products must be returned with complete identification in accordance with Westinghouse instructions or it will not be accepted. Where a Purchaser requests authorization to return product for reasons of his own, he will be charged for placing

the returned goods in salable condition (restocking charge) and for any outgoing and incoming transportation paid by Westinghouse.

In no event will Westinghouse be responsible for product returned without proper authorization and identification.

Containers

An extra charge will be made for returnable containers and special shipping devices (such as oil barrels, reels, tarpaulins, commutator clamps, etc.) but refund will be made if returned in good condition to the factory, or other points designated by Westinghouse within ninety (90) days from date of original shipment, charges prepaid.

Penalty or Liquidated Damages

Contracts which include penalty or liquidated damage clauses for failure to meet shipping promises must be specifically accepted by Westinghouse with Headquarters approval.

Classes of Purchasers[Ⓞ]

Class	Discount Schedule
User: All purchasers not otherwise classified, including: Electric central stations, corporate or municipal, as listed in McGraw-Hill Central Station Directory Industrial plants purchasing for their own use Educational institutions Railroads (railroad shops) U.S. Government: power authorities, public districts, all other departments and agencies purchasing for own use State governments Municipal governments REA cooperatives Electrical contractors and consulting engineers All other users purchasing for own use	33-001
Equipment Assemblers Switchboard assemblers purchasing for resale	33-005

[Ⓞ] Division approval of purchaser classification (form 7119) is required.

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