



## Product Warranty Statement

EXPRESS WARRANTIES. Subject to the limitations set forth below, Seller warrants that: (a) the goods shall meet Seller's published specifications for the goods and be otherwise free from defects in materials and workmanship; (b) services shall be performed in a competent and professional manner in accordance with accepted industry practice in the locale where the services are performed; and (c) Seller has good title to the goods and the right to sell them to Buyer. No representations or warranties are made with respect to any drawings, schematics or instructions supplied with the goods; if supplied, these are for informational purposes only.

CONDITIONS TO WARRANTIES. (a) The warranty period for all goods and/or services (the "Warranty Period") will expire one (1) year after shipment of goods and ninety (90) days after performance of services, except that the solderability of CROSSLINK ETFE constructions containing tin-plated copper conductors or shielding material is only warranted for three (3) months from the date of manufacture. (b) If during the Warranty Period, Buyer believes that there is a breach of warranty, Buyer must, within ten (10) days, provide Seller with a written notification setting forth the nature of the claimed breach. Seller shall promptly investigate such claimed breach and shall, after its investigation, either (i) provide information to Buyer confirming that no breach of warranty has in fact occurred; or (ii) advise Buyer of Seller's planned corrective action. A determination by Seller that no breach of warranty has occurred shall not be conclusive or binding upon Buyer. However, if a breach of warranty has in fact occurred, Seller shall, at its election, promptly repair or replace the defective goods or re-perform or correct deficient services at no cost to Buyer. All costs incidental to repairing or replacing defective goods including, but not limited to removal, disassembly, reinstallation and reconstruction, shall be borne by Buyer and in no event shall Seller be liable for such costs. All warranty repairs or replacements and any services that have been re-performed or corrected under warranty shall be warranted for the balance of the Warranty Period. (c) This warranty does not cover the repair or replacement of any goods which fail as a result of damage in transit, misuse, neglect, accident, Act of God, abuse, improper handling, improper storage, excessive stress, faulty or improper installation, testing or repair, negligent maintenance or failure to comply with the written instructions for installation, testing, use or maintenance provided by Seller and does not apply to any goods which have had, subsequent to their delivery to Buyer, any stage of processing performed on them. Without limitation, under no circumstances shall Seller be liable for any costs associated with reworking, re-manufacturing or scrapping a product in which defective goods supplied by Seller were incorporated, for any costs associated with production stoppages or recall campaigns, or for any trouble-shooting, administrative or engineering charges. (d) **SOLE AND EXCLUSIVE REMEDIES: The foregoing CONSTITUTES Seller's sole and exclusive obligations and liabilities in connection with Seller's warranties AND THE sole and EXCLUSIVE REMEDIES that are available in the event of any breach thereof.** (e) **EXCLUSION OF OTHER WARRANTIES: SELLER GIVES NO OTHER WARRANTIES. THIS WARRANTY IS**



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**GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. (f) Goods Manufactured By Others: Seller's warranties shall not apply to any goods that are warranted by their original manufacturer.**

**LIMITATION OF LIABILITY AND LIMITATION OF ACTIONS. In no event shall Seller be liable for any indirect, incidental, special, punitive or consequential loss, damage or expense (which shall BE DEEMED to include without limitation, any loss of profit or revenue, any loss of goodwill, LOSS CLAIMED BY BUYER'S CUSTOMERS, or any loss of business opportunity), of any nature or kind, however arising, whether in contract, in tort or otherwise, even if Seller is deemed to be aware of the possibility of such damages. Seller's maximum liability for any claim, loss or damage arising from or in connection with this contract of purchase and sale shall under no circumstances exceed the purchase price for the goods OR SERVICES subject to a claim, EVEN IF BUYER HAS CLAIMS OR IS SUBJECT TO CLAIMS IN EXCESS OF THIS LIMITATION. NOTWITHSTANDING THE FOREGOING, SELLER'S LIABILITY FOR COVER DAMAGES SHALL BE LIMITED TO TEN PERCENT (10%) OF THE PURCHASE PRICE FOR THE GOODS SUBJECT TO A CLAIM. Any legal proceeding initiated against Seller relating to this contract of purchase and sale must be brought within (1) year after the cause of action arises. In any legal proceeding, Buyer shall not be entitled to equitable relief, such as specific performance.**