



STATEMENT OF WARRANTY

Warranty. Southwire warrants that each Product will be free from defects in materials and workmanship for a period of one (1) year from the date on which the Product is purchased by the Customer that originally purchased the Products from Distributor. For purposes of clarity, this warranty extends only to the Customer that originally purchased the relevant Product(s) from Distributor and is nontransferable. No Product warranty shall extend beyond two (2) years from the date on which Distributor purchased the relevant Product(s) from Southwire and, for the purpose of tracking warranty periods, Distributor shall provide Southwire with the dates on which Distributor sold Products to Customers. Southwire shall, at its sole discretion, either repair or provide replacement Products without charge if a Product should prove defective during the warranty period. Southwire will not be responsible for costs associated with Product removal or Product reinstallation or other labor and material costs that result from defective Products. The warranty described in this Section constitutes Distributor's and each Customer's sole and exclusive remedy for Products found to be defective during the warranty period.

Warranty Exclusions. Warranty claims made pursuant to the above terms are subject to the following exclusions, limitations, and disclaimers:

SOUTHWIRE WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, RESULTING FROM ANY DEFECTIVE PRODUCT OR OTHERWISE WITH RESPECT TO CLAIMS MADE HEREUNDER OR BY ANY CUSTOMER OR USER OF PRODUCTS REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED. EVEN IF SOUTHWIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NO RECOVERY OF ANY KIND AGAINST SOUTHWIRE SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT SOLD BY SOUTHWIRE THAT CAUSED THE ALLEGED DAMAGE.

Southwire will not be liable for any damages resulting from (a) improper repairs or alterations, misuse, neglect, negligence, accident, or omission by Distributor's or Customer's personnel, subcontractors, agents or other Persons; (b) improper or inadequate installation of Product(s); (c)

operation, maintenance or use of any Product or any component thereof in a manner not in compliance with a requirement of operation or inconsistent with generally approved industry practices; or (d) normal wear and tear.

ALL WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS DOCUMENT, BOTH EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, EVEN IF THAT PURPOSE IS KNOWN TO SOUTHWIRE.

Distributor shall not provide expressly, by omission or by implication, any additional Product claims, representations or warranties without the express written consent of Southwire, and if any such claim, representation or warranty is made by Distributor without such written consent, the same will be void and of no effect and will be the sole responsibility of Distributor if such claim, representation or warranty is ultimately held valid by a court of competent jurisdiction.