WARRANTY ON SOUTHWIRE ELECTRIC PRODUCTS LIMITED WARRANTY

Southwire's Electric Products Limited Warranty

Southwire Company LLC. ("Southwire"), 1 Southwire Drive, Carrollton, GA 30119925 Waverly Avenue, Holtsville, NY 11472, warrants to the purchaser that Southwire's electric products ("Products"), which for the avoidance of doubt includes elbows, fittings, couplings, and similar components, and expressly excludes lamps and light fixtures, will be free from defects in workmanship and materials at the time of shipment and for one year thereafter. Subject to the stipulations provided herein, Southwire will replace free of charge any Product it determines to be defective in material or workmanship provided that the claim is made within one year of shipment.

Product replacement shall be the purchaser's only remedy under this warranty. If exact replacements are not available, Southwire reserves the right to provide replacements that are similar in form, fit and functionality. There are no express or implied warranties of merchantability or fitness for a particular purpose and any such warranties are specifically disclaimed. Southwire is not liable for any costs, including but not limited to: the cost of removal and replacement of defective parts; labor costs of any kind; loss of anticipated profits, claims of buyers' customers; or consequential damages of any kind. Southwire's liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any aspect of this agreement from the Products furnished hereunder shall not exceed the price which Southwire was originally paid for the Product which gives rise to the claim. If the original sale price for the Product cannot be determined, then this liability shall be limited to the average price which Southwire was paid the same Product. The limited warranty contained herein is the sole and only warranty offered by Southwire. Some states do not allow limitations as to how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions may not apply to you.

Any Product which is not installed and utilized in accordance with: 1) the current edition of the National Electric Code (NEC); 2) the Standards for Safety of Underwriters Laboratory, Inc. (UL); 3) the Standards for the American National Standards Institute (ANSI); 4) Southwire instructions and guidelines for the Product; is expressly excluded from any warranty coverage. Furthermore, any Product subjected to abnormal stresses or operating conditions, or that is otherwise used for something other than its intended purpose, shall be excluded from warranty coverage.

Southwire shall have no responsibility under this Warranty for any failure of the Products that results from external causes, including without limitation: acts of nature; physical damage; exposure to adverse or hazardous chemicals or other substances; use of reactive cleaning agents and/or harsh chemicals in proximity to the Products; adverse environmental conditions; vandalism; fire; induced vibrations or similar phenomena that result in fatigue failure; harmonic oscillation or resonance associated with movement of air currents around the Product; animal or insect activity; fault or negligence of the purchaser of the Products.

Southwire reserves the right to examine all Products in their installed state prior to the determination of warranty status. All Products must be returned shipping prepaid for warranty claims. The warranty period starts on the date of original shipment from Southwire. Warranty coverage is limited to the original purchaser and to Products installed in the original location. In the event that the original shipment date cannot be determined, this warranty period will start on the date of manufacture of the Product. Products which have been relocated since the original installation or have been modified are ineligible for coverage under this warranty.

LIMITATION OF LIABILITY: Southwire will not under any circumstances, whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise, be liable for consequential, incidental, special or exemplary damages including, but not limited to, loss of profits or revenues, loss of use of Products or any other goods or associated equipment, damage to any associated equipment, cost of capital, cost of substitute products, facilities of service, down time cost, or claims of claimant's customers. Southwire's liability on any claim of any kind for any loss or damages arising out of, resulting from, or concerning any aspect of this warranty or customers use of the Product shall not exceed the price which Southwire was originally paid for the Product which gives rise to the claim. If the original sales price for the Product cannot be determined, then this liability shall be limited to the average price which Southwire was paid for the same Product. Some states do not allow the exclusion or limitation of damages or the length of time for an implied warranty. Therefore, the limitations or exclusions of consequential or incidental damages and implied warranties may not apply to certain claimants. This warranty gives the claimant specific legal rights. The claimant may also have other rights, which vary from state to state.

The foregoing warranty is in lieu of, and Southwire expressly disclaims, all other representations, guarantees, and warranties, express or implied in fact or by law, including without limitation all warranties of merchantability or fitness for a particular purpose or otherwise. The foregoing warranty states Southwire's entire and exclusive liability and purchaser's sole and exclusive remedy, in connection with the Products and all their parts, their design, suitability for use, installation and operation.

WARNING: Some Southwire products are subject to the warning requirements of California Health and Safety Code Section 25249.5, et seq., commonly known as California Proposition 65. Please refer to your product packaging for more information.