STANDARD TERMS AND CONDITIONS OF SALE

1. Applicability. These Terms and Conditions of Sale shall govern all quotations, orders and contracts for sale by the Hubbell Electrical Solutions entity named on face hereof, in the order or contract ("Seller") to the Buyer named thereon ("**Buyer**") of the products listed on the order or contract (the "**Products**"). Seller offers to sell the Products to Buyer on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if these terms and conditions differ from the terms of Buyer's offer, this document shall be construed as a counteroffer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products provided hereunder will constitute Buyer's acceptance of these terms and conditions. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. Prices. Prices in written quotations issued by Seller are valid for thirty (30) days, unless earlier terminated by Seller. All other prices are subject to change at any time. Products will be billed at the price in effect at time of shipment. Any prices shown in published literature are maintained as a general source of information and are not quotations or offers to sell. Seller reserves the right to make corrections due to typographical, clerical or engineering errors or due to incomplete or inaccurate information from Buyer. Prices for accepted orders may change due to customer order, quantity, material or engineering changes, from and/or circumstances outside of Seller's control. Prices on orders requesting shipment dates more than six (6) months from the date of order, and/or orders held at Buyer's request or Seller convenience are subject to a monthly escalation of at least one and one-half percent (1.5%), as determined by Seller.

3. Taxes. Prices do not include any state, local, use or excise taxes, duties or other charges now or hereafter imposed for which Seller may be liable as a result of the sale, use or delivery of the Products ("**Taxes**"). In the absence of proper evidence of exemption supplied by Buyer to Seller, Buyer will be responsible for any and all such Taxes.

4. Minimum Order Value. $300 minimum order. Seller is unable to accept orders for less than $300.

5. Payment Terms. Subject to credit approval, unless otherwise specified on the quotation or invoice, payment terms shall be Net 30 days from the date of invoice. All payment shall be in US dollars. If Buyer fails to pay any amounts when due, Buyer agrees to pay Seller interest thereon at a periodic rate of the greater of the maximum percentage allowed by law or 1.5% per month. Buyer will also be responsible for all costs and expenses, including attorneys' fees, incurred by Seller in collecting any overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require full or partial payment in advance. Prorate payments are due as shipments are made. If manufacture is delayed by Buyer, payment shall be made based on the percentage of completion.

6. Shipping and Delivery. Estimated delivery dates are provided in the quotation or acknowledgment and shall not represent a fixed or guaranteed ship date. Unless otherwise agreed to by Seller, Seller reserves the right to select carriers and routing of shipments, may ship at its convenience and/or ship and invoice for partial orders. Unless otherwise agreed in writing, all deliveries are FCA Seller's location (INCOTERMS 2010). Seller may agree to prepay and allow freight on shipments that exceed the following amounts for the specified brand of Product:

RACO, Taymac, Bell, Wiegmann, Killark, Hawke, Bryant Electric, Hubbell Wiring Device-Kellems, Acme Electric, Hubbell Premise Wiring, Burndy, Connector Manufacturing Company	$2,500
Hubbell Industrial Controls, PCX, GAI-Tronics, Powerohm, Gleason Reel	No freight allowed
AccelTex Solutions, Ventev	Always prepay & add

If Buyer requests a specific routing or carrier, all such costs shall be borne by Buyer. Seller may stop delivery of Products in transit and/or withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform under these terms. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Seller shall not be responsible for any damages resulting from delay. If delivery is delayed due to any cause within Buyer's control, Seller may place the Products in storage at Buyer's risk and expense and for Buyer's account. Claims for shortage or other errors must be made in writing to the Seller's Customer Service department within thirty (30) days after receipt of shipment, or such claims shall be waived by Buyer.

7. Title and Risk of Loss. Title and risk of loss to the Products shall pass to Buyer upon delivery by Seller to the carrier.

8. Cancellations. Returns. Orders may not be cancelled or modified once accepted by Seller unless agreed upon in writing by Seller. Any cancellation or return of Products shall be subject to Seller's Product Return Policy and may be subject to a minimum 25% restocking fee, at Seller's discretion. Non-stock or special-order items, items designated as non-cancellable and non-returnable, Ventev or Acceltex custom configured products, and/or Acme or Wiegmann NEMA 1 and N12 wireway, environmental, and non- metallic products coded with the "NR" are non-cancellable and non-returnable. No returns shall be permitted without a Return Material Authorization (RMA). All returns must be shipped freight prepaid, unless otherwise instructed, to a Seller warehouse within 60 days of issuance of the RMA. Payment deductions for returned items are not permitted.

9. Packaging. **Allocation.** All Products are packaged in accordance with Seller's standard packaging, unless otherwise agreed upon by the parties. Additional or modified packaging requirements may result in an increase in price. Weights shown are approximate and are subject to change without notice. In the event of inability for any reason to supply the total demand for the materials or Products specified, Seller may allocate its available supply among any or all purchasers, at its discretion and without liability for failure of performance that may result therefrom.

10. Acceptance Testing. Buyer will conduct any agreed upon acceptance testing within sixty (60) days of the date of shipment by Seller, or Buyer shall be considered to have waived the right to such testing. Test protocols must be agreed upon by Seller, and Seller reserves the right to be present at any such testing.

11. Tooling. Any tooling required for an initial order will be billed to Buyer. Any Non-Recurring Engineering (NRE) charges invoiced by Seller shall not be deemed to grant any right, title or interest in any tools, dies, jigs, fixtures and items of like nature, or in any design, engineering, trade secret, patent or other proprietary rights embodied in the tooling, upon Buyer's payment of such charges and such items shall at all times be, and remain, the property of Seller.

12. Limited Warranty. Statements of limited warranties provided by Seller for the Products are set forth on Attachment A. SUCH WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTEIS WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE. Any warranty claim must be brought within the applicable warranty period by Buyer or any third party.

13. Intellectual Property. Seller's specifications and design of the Products and any developments, improvements and intellectual property created under this order, whether made solely by a party or jointly by Buyer and Seller ("**Intellectual Property**") shall be owned by Seller. Buyer is not granted any interest, right or license with respect to any such intellectual property, except to the extent required to use the Products for the purpose for

which it is specifically provided to Buyer in accordance with these terms and conditions.

14. Software. With respect to any software incorporated in or forming a part of the Products hereunder ("**Software**"), Seller and Buyer intend and agree that such Software is being licensed and not sold. Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in Software. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use Software provided hereunder solely in connection with the Products and to use the related documentation solely for Buyer's own internal business purposes. This license will terminate when Buyer's lawful possession of the Products ceases, unless earlier terminated as provided herein. Buyer agrees to not sell, transfer, license, loan or otherwise make available in any form Software to any third party without Seller's express written consent. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the Software without Seller's prior written consent. Seller may terminate this license if Buyer fails to comply with any term or condition herein.

15. Indemnity. By Seller. Seller agrees to indemnify, defend and save Buyer from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("**Claims**") for (i) personal injury or death or damage to real property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives in connection with the performance of services at Buyer's premises and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret. Notwithstanding the foregoing, Seller shall have no liability to the extent any such Claims are caused by either (i) the negligence or willful misconduct of Buyer or third party, (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) Seller's compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed, or (vi) service, installation or modification of any Product except by Seller. Buyer shall provide Seller prompt written notice of any Claims and Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section. Notwithstanding the above, Seller's infringement-related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product or (c) if neither of the preceding is reasonably practicable, refund the purchase price for the Product. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN. **By Buyer**. Buyer shall indemnify, defend and hold harmless Seller from and against any and all Claims to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller.

16. Limitation of Liability. Notwithstanding anything to the contrary contained herein, Seller's aggregate liability for any claim of any kind shall not exceed the price paid by Buyer for the products giving rise to such claim. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, LIQUIDATED, OR CONSEQUENTIAL DAMAGES HOWSOEVER ARISING OUT OF SELLER'S PERFORMANCE (OR NON- PERFORMANCE) OF THE CONTRACT AND NOTWITHSTANDING WHETHER BUYER OR SELLER MAY HAVE BEEN ADVISED OR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Compliance with Laws. Export Laws. Seller agrees to observe and comply with all applicable federal, state and local laws, rules, regulations, including but not limited to all applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Product or part of Product. Buyer shall not, without first obtaining any required license to do so from the appropriate U.S. government agency; (i) export or re-export any Product or part of a Product, or (ii) export, re-export, distribute or supply any Product or part of a Product to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. At Seller's request, Buyer will provide information on the end user and end use of any Product or part thereof exported or to be exported by Buyer. Buyer shall cooperate fully with Seller in any audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this section by Buyer or its employees, consultants, or agents.

18. Drawing and Instruction Manuals. Computer Aided Drawing Diagrams, Prints for Installation or Customer Approval and Instruction Manuals, including extra quantities of each, may be available subject to additional charge and quantity limitations. Please consult Seller at time of order.

19. Custom Equipment or Systems or Special Wiring Diagram. Buyer acknowledges that any approval and/or listings specified in Seller's proposal of GAI-TRONICS and/or Hipotronics products are limited to the specific scope and application set forth in the proposal, and may not cover or apply to any customer or special products or services which are outside the scope of Seller's proposal. Seller shall retain all proprietary rights in any and all technical data, designs or other information developed by Seller in the course of designing, developing, and/or manufacturing custom products or systems. If a Buyer of Hubbell Industrial Control Products purchases multiple standard devices to connect together to form a composite control system, interconnection of these devices shall be at the cost and responsibility of Buyer.

20. Scheduled Start-Up, Preventative Maintenance and Inspection Service of Hubbell Industrial Control Products. See Bulletin 1000A for details.

21. Miscellaneous. (a) Any legal claim shall be controlled under the laws of the state of the Seller's primary place of business. Seller and Buyer agree to accept and be bound by the exclusive jurisdiction of the federal and state courts thereof. The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (b) In the event that any one or more provisions contained in these terms shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect. (c) Seller's failure to enforce or waiver of a breach of any provision contained herein shall not constitute a waiver of any other breach or of such provision. (d) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may, from time to time, designate to the other. (e) Buyer may not assign or delegate any rights or obligations without Seller's prior written consent. (f) Seller reserves the right to place a Lien and notifications of liens, should Seller not be paid for equipment provided hereunder. (g) Buyer agrees that all pricing, discounts, data, design and technical information, operations/maintenance manuals, testing procedures, drawings, schematics and any other information regarding the Products or Seller's processes provided by Seller to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (a) keep such information confidential and not disclose such information to any third party, and (b) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public.

STANDARD TERMS AND CONDITIONS OF SALE

SCHEDULE A – LIMITED WARRANTY

Limited Warranty. Seller, as defined above, warrants that the Products sold will comply with the applicable warranty and for the warranty period, both as set forth below, unless otherwise specified in Product literature. Unless otherwise stated or agreed by Seller, this Limited Warranty is not transferrable. Products supplied by Seller that are obtained by Seller from a third-party supplier are not warranted by Seller. At its discretion and to the extent Seller is permitted, Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the third-party supplier.

Seller Brand	WARRANTY
ACCELTEX SOLUTIONS, VENTEV	Seller warrants that any Products that are comprised of services hereunder shall be performed in accordance with the standard of care with which such services are normally provided in the industry. If the services fail to meet the applicable industry standards, Seller will re-perform the services. For all other Products, Seller warrants that the Products manufactured by Seller will be free from defects in material and workmanship, when subject to normal, proper and intended usage by properly trained personnel for the following warranty period, which shall begin on the date of shipment by Seller (the "Warranty Period"): (a) One (1) year for: Cable Assemblies, Jumpers, Connectors, Connector and other Adapters, Enclosures with Electrical or POE components pre-installed, POE products, Energy Management Products, Network Bulk Cable, Attenuators, Access Point Bridge Mounts, Enclosure Mounts, Ethernet Suppression, PoE Injector, Power Surge Suppression, Site Survey Accessories and Kits, Splitters, Cable Crimping or Stripping tools, Lightning Protection and Grounding Products: the Warranty Period shall be one (1) year from the date of shipment by Seller; (b) Two (2) years for: Antennas, Non-Metallic and Metallic Enclosures, Passive Accessories, Site Hardware including all mounts and brackets: the Warranty Period shall be two (2) years; (c) Three (3) years for: Coax Cables and (d) thirty (30) days for all other Products, the Warranty Period shall be 30 days.
RACO, TAYMAC, BELL OUTDOOR, WIEGMANN, BRYANT, HUBBELL WIRING DEVICE-KELLEMS, HUBBELL PREMISE WIRING, GLEASON REEL, iDEVICES, WIRECON	Seller warrants that the Products will perform substantially in accordance with Seller's published specifications (or other applicable specifications as agreed upon in writing by Seller) and will be free from defects in material and workmanship, when subject to normal, proper and intended usage by properly trained personnel, for a period of one (1) year from the date of shipment by Seller for other products, unless otherwise specified in the Product literature (the "**Warranty Period**).
ACME ELECTRIC	Seller warrants that the Products will perform substantially in accordance with Seller's published specifications (or other applicable specifications as agreed upon in writing by Seller) and will be free from defects in material and workmanship, when subject to normal, proper and intended usage by properly trained personnel, for the following warranty period, which shall begin on the date of shipment by Seller (the "Warranty Period"): (a ten (10) years) for Standard Stocked Products; (b) One (1) year for Non-Stock Special Order Items; and (c) twenty (20) years for Industrial Control Transformers.
HIPOTRONICS	Seller warrants that any Products that are comprised of services hereunder shall be performed in accordance with the standard of care with which such services are normally provided in the industry. If the services fail to meet the applicable industry standards, Seller will re-perform the services. Seller warrants that the Products will perform substantially in accordance with Seller's published specifications (or other applicable specifications as agreed upon in writing by Seller) and will be free from defects in material and workmanship, when subject to normal, proper and intended usage by properly trained personnel, for a period of one (1) year from the date of shipment by Seller, unless otherwise specified in the Product literature (the "**Warranty Period**).
KILLARK, RIGPOWER, VANTAGE	Seller warrants that any Products that are comprised of services hereunder shall be performed in accordance with the standard of care with which such services are normally provided in the industry. If the services fail to meet the applicable industry standards, Seller will re-perform the services. Seller warrants that the Products will perform substantially in accordance with Seller's published specifications (or other applicable specifications as agreed upon in writing by Seller) and will be free from defects in material and workmanship, when subject to normal, proper and intended usage by properly trained personnel, following warranty period, which shall begin on the date of shipment by Seller (the "**Warranty Period**"): (a) five (5) years for Solar products, including but not limited to, Solar String Combiner Boxes and Load Break Disconnects (b) one (1) year for all other Productions, unless otherwise specified in Product literature. In the case of LED fixtures or light fittings, the definition of failure is where at least 30% of individual LED chips in a fixture do not illuminate.
BURNDY, CONNECTOR PRODUCTS, THERMOWELD, WILEY	Seller warrants that the Products will perform substantially in accordance with Seller's published specifications (or other applicable specifications as agreed upon in writing by Seller) and will be free from defects in material and workmanship, when subject to normal, proper and intended usage by properly trained personnel, for the following warranty period, which shall begin on the date of shipment by Seller (the "**Warranty Period**"): (a) Tools: The Warranty Period shall be as specified in the product literature or, if no period is so specified, five (5) years; (b) UL listed Products: the Warranty Period shall be two (2) years; (c) for all other products, the Warranty Period shall be 30 days. (d) For UL Certified Compression Connection (the "**Connection**"), provided that the Connection is made using (i) a recommended and properly calibrated tool, (ii) a recommended and properly calibrated die set, and (iii) a compression connector manufactured by Seller and specified in the UL listing for such connection, and Buyer otherwise complies with the requirements set forth in the applicable UL listing, Seller warrants that the Connection

	will conform with the UL listing for a period of 5 years from the date the Connection is made, provided such Connection is made within one year of the purchase of the connector used in the Connection.
CONNECTOR MANUFACTURING COMPANY ("CMC")	Seller warrants that the Products will perform substantially in accordance with Seller's published specifications (or other applicable specifications as agreed upon in writing by Seller) and will be free from defects in material and workmanship, when subject to normal, proper and intended usage by properly trained personnel, for a period of twenty-four (24) months from the date of shipment by Seller, unless otherwise specified in the product literature (the "Warranty Period"). The Seller does not warrant the accuracy of and results from product and system performance recommendations resulting from any engineering analysis or study. Responsibility for selection of the proper Product of application rests solely with the Buyer.
GAI-TRONICS	Services. Seller warrants that any services provided hereunder shall be performed in accordance with the standard of care with which such services are normally provided in the industry. If the services fail to meet the applicable industry standards, Seller will re-perform the services, provided that any and all issues are identified prior to Seller demobilizing from the work site. Products. Seller warrants that the Products will perform substantially in accordance with Seller's published specifications (or other applicable specifications as agreed upon in writing by Seller) and will be free from defects in material and workmanship, when subject to normal, proper and intended usage by properly trained personnel, for a period of one (1) year from the date of shipment by Seller, unless otherwise specified in the Product literature (the "**Warranty Period**). **Radio Frequency-Based Equipment/Systems.** With respect to any Product or systems which incorporate radio frequency technology or applications, Buyer acknowledges: (a) Seller shall not be responsible for any communications path degradation caused by undisclosed obstacles or any other undefined RF restrictions; and (b) communications license are issued by the Federal Communications Commission and are granted based on a frequency recommendation determined and submitted by a frequency coordinator by industry class. Seller shall not be responsible for any RF interference from co-channel users or other foreign sources; and (c) Seller shall not be responsible for any failure or damage attributed to lightning, power surges, or other causes beyond its reasonable control.
HUBBELL INDUSTRIAL CONTROLS, POWEROHM, CABLEFORM, EC&M,	Seller warrants that for the following Warranty Period the Products will be free from defects in material and workmanship, when subject to normal, proper and intended usage by properly trained personnel, for twelve (12) months from the date of shipment by Seller.
PCX	Seller warrants each new item of equipment manufactured by PCX to be free from defects in material and workmanship under normal use and service for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of energization, whichever is sooner, unless otherwise stated herein. Products supplied by Seller but manufactured by others are warranted only to the extent of the supplying manufacturer's warranty. OPTIONAL EXTENEDED WARRANTY: If so incorporated as part of the Order, the Warranty period may commence no later than the date of occupancy or store opening, as applicable, and for a period not to exceed twelve (12) months, provided: (a) an extended warranty fee has been invoiced and paid; (b) Seller or its authorized representative shall perform an on-site inspection, to its satisfaction, at the time of occupancy or opening to verify system condition prior to authorizing extended term.

EXCLUSIVE REMEDY. During the Warranty Period, Seller agrees to repair or replace, at Seller's option, Products in order to ensure that the Products conform to the applicable warranty set forth above, provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with a RMA. In case of a defect in the Burndy Connection (as defined above) during the Warranty Period, Seller shall replace the connector used to make such Connection. Buyer may return the defective Products to Seller with all costs prepaid by Buyer. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions herein. Any consumables, including but not limited to, bulbs and batteries, are excluded from warranty. Seller will have no obligation to make repairs, replacements or corrections which are defective as a result of: (**i) normal wear and tear, (ii) third-party misuse, fault or negligence, (iii) use of the Products in a manner for which they were not designed, or (iv) improper storage, maintenance, installation and handling of the Products, and (v) in the case of the Burndy Connection, Buyer's failure to use Seller's Tool, connector and die set Products, as specified in the warranty provision above, and in accordance with the requirements of the UL listing for such Connection**. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. The Warranty Period for replacement Products shall be the remainder of the original Warranty Period.

DISCLAIMER OF WARRANTIES: THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, AND THE OBLIGATIONS CREATED BY THE ABOVE WARRANTIES TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT OR SERVICE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

LIMITATION OF LIABILTY. IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY UNDER WARRANTY EXCEED THE PRICE PAID BY BUYER FOR THE DEFECTIVE PRODUCT.