

## Limited Product Warranty

The following limited product warranty is exclusive and in lieu of all other warranties, whether express or implied, or statutory, including, but not by way of limitation, any warranty of merchantability or fitness for any particular purpose.

Remee Wire & Cable ("Remee") warrants that all Products are, at the time of shipment to the Buyer, free of material and workmanship defects, provided that no warranty is made with respect to:

- (1) Any Product which has been repaired or altered, by buyer, its agents or employees, or any third party not under control of Remee, in such a way, in Remee's judgment, as to adversely affect the Product.
- (2) Any Product which has, in Remee's judgment, been subject to negligence, accident or improper storage or transport by Buyer, its agents or employees, or third party not under control of Remee.
- (3) Any Product which has not been installed, operated and maintained in accordance with normal practice and in conformity with recommendations and published specifications of Remee.

### Waiver of Defects by Retention

Upon discovery of a defect, the Buyer shall notify Remee in writing within 30 days following its discovery of the defect, any claim that Buyer may have with respect to any Products delivered hereunder. If the Products are delivered on spools or other commercial units, Buyer may not reject the whole of the goods, but may reject only those spools or units containing the defect. Failure to give such notice within the specified time shall constitute unqualified acceptance and waiver of all claims and warranties with respect to the Products.

### Limitation of Damages

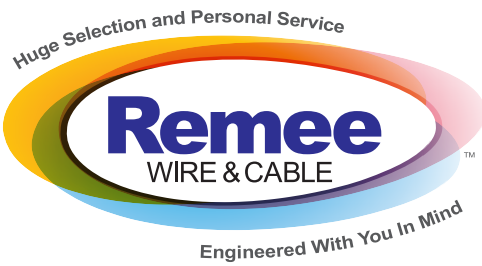
Upon receipt of notice from Buyer of Non-Conforming Products, Remee may inspect such Products at Buyer's location, installation or require that they be returned to New York F.O.B. Remee's Corporate Headquarters & Manufacturing location in Florida, NY. At its' option, Remee shall repair, replace or refund the purchase price of any non-conforming Products for a period of 12 months

from the date of shipment of the products to Buyer, and such obligations shall be the full extent of Remee's liability. Any repairs or alterations which have not been authorized by Remee shall void this warranty.

***EXCEPT FOR THE LIMITED PRODUCT WARRANTY PROVIDED HEREIN, REMEE MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS INCLUDING (BUT NOT LIMITED TO) IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WHATSOEVER SHALL REMEE BE LIABLE (UNDER THIS OR ANY OTHER DOCUMENT) FOR ANY OTHER DAMAGES, INCLUDING LIABILITY OR CLAIMS FOR LOST PROFITS OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS, EVEN IF REMEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WHATSOEVER SHALL REMEE HAVE ANY LIABILITY TO BUYER OR THIRD PARTIES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR EXEMPLARY DAMAGES, INCLUDING ANY LIABILITY FOR PENALTIES OR LIQUIDATED DAMAGES WHETHER SUCH CLAIM IS BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. REMEE SHALL NOT BE LIABLE FOR ANY DAMAGES INCURRED BY BUYER OR ANY THIRD PARTY FOR REMOVAL OF THE PRODUCT AFTER INSTALLATION OR THE INSTALLATION OF ANY REPLACEMENT PRODUCT WHETHER PROVIDED BY REMEE OR ANOTHER THIRD PARTY.***

### Transfer; Indemnification

Neither any Product nor this limited warranty is transferable unless Buyer is expressly authorized by Remee in writing to transfer the Product(s) to a specified transferee, in which case such transfer (a "Permitted Transfer") shall be subject to this limited warranty. At or prior to the time of a Permitted Transfer: (1) Buyer shall provide a copy of this limited warranty to transferee, and obtain and provide Remee with transferee's written acknowledgment thereof; and (2) Buyer shall notify Remee in writing of the name and address of the transferee. Buyer shall make no other warranties or promise



REMEE CABLE

## Limited Product Warranty

additional remedies with respect to the Product(s) or the use there of except as may be authorized in writing by Remeë. In the event of any transfer in violation of this section, Remeë shall have no liability to Buyer or any transferee under this limited warranty or otherwise.

Buyer shall defend, indemnify and hold Remeë harmless from and against any and all claims, demands, costs and liabilities (including all reasonable attorneys' fees and expenses) of any kind whatsoever, arising directly or indirectly out of claims against Remeë by any transferee or other third party, beyond Remeë's liability as provided by the foregoing provisions.

The Buyer consents that the exclusive venue of any legal action which in any way concerns the Products will be the Supreme Court, Orange County, New York. The parties further agree that all disputes relating to this limited product warranty or Remeë are governed by New York Law, and must be commenced within 12 months of the date of shipment of the Products to Buyer. Moreover, if Remeë brings a claim or counterclaim against Buyer, Buyer agrees that Remeë may recover from the Buyer all reasonable costs and attorneys' fees.

