

## **SLCAB AND SLMCAB SELF-REGULATING HEATING CABLE**

### **10 YEAR LIMITED WARRANTY**

SELLER WARRANTS THAT THE PRODUCT SOLD WILL CONFORM TO THE SPECIFICATIONS FURNISHED BY THE PURCHASER (EXCEPT AS THE SAME MAY BE MODIFIED IN ACCORDANCE WITH THE WRITTEN AGREEMENT OF THE PARTIES) AND WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP. THE FOLLOWING WARRANTIES AND REMEDIES SET FORTH HEREIN ARE CONDITIONED UPON PROPER STORAGE, INSTALLATION, USE AND MAINTENANCE, AND DOCUMENTATION THEREOF, CONFORMANCE WITH ANY APPLICABLE RECOMMENDATIONS OF THE SELLER AND CONFORMANCE WITH APPLICABLE IEEE, ANSI, ASTM AND OSHA STANDARDS.

SELLER'S EXCLUSIVE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR, OR AT ITS OPTION, TO DELIVER TO PURCHASER A SUFFICIENT QUANTITY OF PRODUCT TO REPLACE ANY PRODUCT WHICH PROVES DEFECTIVE WITHIN 10 YEARS FROM THE DATE OF SHIPMENT, PROVIDED THAT THE PURCHASER GIVES SELLER PROMPT WRITTEN NOTICE (AND IN NO EVENT LATER THAN 30 DAYS), AND SATISFACTORY PROOF OF SUCH DEFECT AND, AT SELLER'S OPTION AFFORDS REPRESENTATIVE OF SELLER THE OPPORTUNITY TO EXAMINE AND INSPECT THE PRODUCT AT THE JOBSITE AND TO REMOVE REPRESENTATIVE SAMPLES FOR TESTING, AND REVIEW ALL DOCUMENTATION OF INSTALLATION AND MAINTENANCE.

THE WARRANTY COVERING THE PORTION OF THE PRODUCT REPAIRED OR REPLACED BY SELLER UNDER THE ABOVE CONDITIONS SHALL BE REINSTATED FOR A PRORATED PERIOD NOT TO EXCEED 10 YEARS FROM THE ORIGINAL PRODUCT SHIPMENT DATE.

THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES INCLUDING NEGLIGENCE. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, EXPRESS OR IMPLIED IN FACT OR BY LAW ARE DISCLAIMED BY SELLER AND EXCLUDED. THE FOREGOING WARRANTY SETS FORTH SELLER'S ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OR FURNISHING OF GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION.

### **LIMITATION OF LIABILITY**

SELLER WILL IN NO EVENT BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF PURCHASER'S FACILITIES, LOSS OF REVENUE, LOSS OF PROFITS AND CLAIMS OF ANY CUSTOMERS OF PURCHASER, AND SELLERS LIABILITY UNDER NO CIRCUMSTANCES WILL EXCEED THE CONTRACT PRICE FOR THE GOODS FOR WHICH LIABILITY IS CLAIMED.