

WEST PENN WIRE

I. Limited Product Warranty

The following 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.

West Penn Wire (WPW) warrants that the Products are, at the time of delivery to Buyer, free of material and workmanship defects, provided that no warranty is made with respect to:

- (a) any Product which has been repaired or altered in such a way, in WPW's judgment, as to affect the Product adversely;
- (b) any Product which has, in WPW's judgment, been subject to negligence, accident or improper storage;
- (c) any Product which has not been installed, operated and maintained in accordance with normal practice and in conformity with recommendations and published specifications of WPW.

At its option, WPW shall repair, replace or refund the purchase price of any non-conforming Products for a period of ten (10) years from the date of shipment of the Products to Buyer, and such obligation shall be the full extent of WPW's liability. WPW's liability with respect to any material not of WPW's manufacture shall be limited to the liability assumed by the vendor(s) of such material. Repairs to, alteration of, or work done on Products warranted by WPW but without WPW's prior written authorization shall void WPW's warranty on the Products.

Upon discovery of a defect, Buyer shall notify WPW in writing within 30 days of discovery of the defect of any claim whatsoever that Buyer may have with respect to any Products delivered hereunder, and failure to give such notice within the specified time shall constitute an unqualified acceptance and waiver of all claims with respect to the Products. Upon receipt of notice from Buyer of non-conforming Products, WPW may inspect such Products at Buyer's location or require that they be returned to WPW F.O.B. WPW's designated location.

II. Exclusivity of Remedy; Limitation of Liability

The remedies provided for in the preceding paragraph shall constitute the sole recourse of Buyer against WPW for breach of any of WPW's obligations under this Agreement, whether the claim is made in tort or in contract, including claims based on warranty, negligence, strict liability, fraud, misrepresentation, or otherwise.

In no event shall WPW be liable for special, indirect, incidental, consequential or punitive damages (regardless of the form of action, whether in contract or in tort, including negligence), nor for lost profits, nor shall WPW's liability for any claims or damage arising out of or connected with this Agreement or the manufacture, sale, delivery or use of the Products exceed the purchase price of the Products.

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