

PureNet® Limited

Manufacturer Warranty

Terms and Conditions

The Manufacturer of the PureNet® Communications Cables ("Products") warrants that at the time of delivery the Products will conform substantially to Manufacturer's specifications identified in the applicable Product Data Sheets. As Buyer's sole and exclusive remedy and the Manufacturer's entire liability for any breach of the foregoing warranty, Manufacturer will, at its sole option and expense, either refund the purchase price paid, repair or replace the Product which fails to meet this warranty upon return of the nonconforming Product; provided, Buyer notifies Manufacturer of noncompliance in writing within one (1) year of delivery of such Product. Transportation charges for the return of all nonconforming Products and their re-shipment to Buyer and the risk of loss thereof will be borne by the Manufacturer. Buyer shall use Manufacturer's designated carrier for all re-shipments. These warranties do not apply to any Product that was not properly stored or handled by the Buyer, that was repaired or altered or was otherwise subject to abuse, neglect or improper use by Buyer or a third party, or that has any stage of processing performed on it which causes the defect. EXCEPT WITH RESPECT TO THE SPECIFIC WARRANTIES SET FORTH HEREIN, MANUFACTURER MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS OR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Without limitation, under no circumstances shall Manufacturer be liable for any costs associated with reworking, re-manufacturing or scrapping goods in which defective Product supplied by Manufacturer was incorporated, for any costs associated with production stoppages, machinery breakdown or recall campaigns, or for any troubleshooting, administrative or engineering charges.