



WARRANTY

Nexans warrants to the end-user that its cable will meet Nexans' published specifications for the cable and be otherwise free from defects in material and workmanship for a period of one (1) year after the in-service date, or one (1) year and six (6) months from the date of shipment, whichever occurs first (the "Warranty Period"). If during the Warranty Period, end-user believes that there is a breach of warranty, end-user must provide Nexans within ten (10) days with written notification setting forth the nature of the claimed breach. Nexans shall promptly investigate such claimed breach and shall, after its investigation, either (i) provide information to end-user confirming that no breach of warranty has in fact occurred; or (ii) advise end-user of Nexans' planned corrective action. If a breach of warranty has in fact occurred, Nexans shall, at its election, promptly repair or replace the defective cable at no cost to end-user. **All costs incidental to such corrective action including, but not limited to removal, disassembly, reinstallation and reconstruction shall be borne by the end-user and in no event shall Nexans be liable for such costs. Furthermore, Nexans will not be responsible for any damage or repairs to, or replacement of, adjacent or connected equipment to which the cable may supply electrical power to, or from which it may take electrical power, or with which it may, in any manner, be connected.** All warranty repairs or replacements made during the Warranty Period shall be warranted for the balance of the Warranty Period.

WARRANTY LIMITATIONS

This warranty does not cover the repair or replacement of any cable which fails as a result of damage in transit, misuse, neglect, accident, Acts of God, abuse, improper handling, improper storage, excessive stress, faulty or improper or unauthorized installation or repair, negligent maintenance or failure to comply with the written instructions for installation, use or maintenance provided by Nexans.

SOLE AND EXCLUSIVE REMEDY

THIS DOCUMENT SETS FORTH NEXANS' SOLE AND EXCLUSIVE WARRANTY OBLIGATION TO END-USER AND END-USER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF DEFECTIVE CABLE.

EXCLUSION OF OTHER WARRANTIES

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITATION OF LIABILITY AND LIMITATION OF ACTIONS

IN NO EVENT SHALL NEXANS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSE (WHICH SHALL BE DEEMED TO INCLUDE WITHOUT LIMITATION, ANY LOSS OF PROFIT OR REVENUE, ANY LOSS OF GOODWILL, LOSS CLAIMED BY END-USER'S CUSTOMERS, OR ANY LOSS OF BUSINESS OPPORTUNITY), OF ANY NATURE OR KIND, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT OR OTHERWISE, EVEN IF NEXANS IS DEEMED TO BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NEXANS' MAXIMUM LIABILITY FOR ANY CLAIM, LOSS OR DAMAGE SHALL UNDER NO CIRCUMSTANCES EXCEED THE PURCHASE PRICE FOR THE CABLE SUBJECT TO A CLAIM, EVEN IF END-USER HAS CLAIMS OR IS SUBJECT TO CLAIMS IN EXCESS OF THIS LIMITATION. ANY LEGAL PROCEEDING RELATING TO THIS WARRANTY MUST BE BROUGHT WITHIN (1) YEAR AFTER THE CAUSE OF ACTION ARISES.