



Warranty

C. W. Cole & Company, Inc., 2560 N. Rosemead Blvd., South El Monte, CA 91733, warrants to the purchaser that its products will be free from defects in material and workmanship and will be of the designated kind and quality for a period of one (1) year from the date of manufacture by C. W. Cole & Company, Inc. NO IMPLIED STATUTORY WARRANTY OR IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED ONE (1) YEAR PERIOD. The foregoing warranty is exclusive of all other statutory, written or oral warranties, and no other warranties of any kind, statutory or otherwise, are herein expressed.

This warranty is not applicable to any product manufactured by C. W. Cole & Company, Inc. which is not installed and operated in accordance with:

- The National Electrical Code (NEC)
- The Standards for Safety of Underwriters Laboratories, Inc. (UL)
- The standards of the American National Standards Institute (ANSI)
- The specific instructions provided by C. W. Cole & Company, Inc.

If it appears within one (1) year from the date of manufacture by C. W. Cole & Company, Inc. that any product does not meet the warranty specified above, the purchaser must notify C. W. Cole & Company, Inc. of its warranty claim in writing by United States Mail. Within 60 days of receipt, C. W. Cole & Company, Inc. shall correct any defects at C. W. Cole & Company, Inc. expense and at C. W. Cole & Company, Inc. option said correction of defects shall be made either by (1) repairing any defective part or parts by making available a repaired part or product, or (2) replacing any defective part or parts by making available a replacement part or product.

LIMITATIONS OF LIABILITY (a) SELLER WILL NOT UNDER ANY CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, including, but not limited to, loss of profits, revenues, or capital, cost of substitute products, facilities or services, downtime cost, or claim of Buyer's customers. (b) SELLER'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM, OR CONCERNING ANY ASPECT OF THIS AGREEMENT OR FROM THE PRODUCTS OR SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED THE PRICE OF THE SPECIFIC ORDER OR SHIPMENT WHICH GIVES RISE TO THE CLAIM.