

## Cable & Custom Electronics

7701 95<sup>th</sup> Street  
Pleasant Prairie, WI  
53158-2716

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**04/14/16**

### 1. Limited Warranty.

#### General

Subject to the terms and conditions of this Limited Warranty, Seller warrants its cable products to perform to specification and to be free from defects in materials and workmanship under normal use and service, normal wear and tear excepted, for 36 months from the manufacture date code; provided, however, that in the event the Buyer presents a proper invoice relating to the purchased product and such invoice bears a date later than the manufacture date, then Seller may at its discretion, reflect the warranty period as commencing at invoice date. Except as required by law, this Limited Warranty is only made to Buyer and may not be transferred to any third party.

#### b. Exceptions to Warranty:

Seller shall have no obligation under this Limited Warranty or otherwise if:

- (a) The product is improperly installed, applied, or maintained;
- (b) Installed outside of stated operating parameters, altered or serviced or repaired by anyone other than the Seller/Seller's Authorized Service/Repair Center;
- (c) Damage is caused by outside natural occurrences, including but not limited to lightning, power surges, fire, floods, acts of nature, or the like.
- (d) In addition, this Limited Warranty shall not apply to: Defects resulting from unauthorized modification, misuse, vandalism, alterations of serial numbers, non-related products, other causes unrelated to defective materials or workmanship, or failures related to batteries of any type used in connection with the products sold hereunder.

### 2. EXCLUSION OF WARRANTIES, LIMITATION OF LIABILITY

THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE FULL EXTENT PERMITTED BY LAW, IN NO CASE SHALL SELLER BE LIABLE TO ANYONE FOR ANY (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE PRODUCT AND/OR FOR BREACH OF THIS OR ANY OTHER WARRANTY OR CONDITION, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY SELLER'S OWN NEGLIGENCE OR FAULT AND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. Any product description (whether in writing or made orally by Seller or Seller's agents), specifications, samples, models, bulletin, drawings, diagrams, engineering sheets, or similar materials used in connection with the Buyer's order are for the sole purpose of identifying the Seller's products and shall not be construed as an express warranty or condition. Any suggestions by Seller or Seller's agents regarding use, applications,

or suitability of the products shall not be construed as an express warranty or condition unless confirmed to be such in writing by Seller. Seller does not represent that the products it sells may not be compromised or circumvented; that the products will prevent any personal injury or property loss by burglary, robbery, fire or otherwise, or that the products will in all cases provide adequate warning or protection. CONSEQUENTLY, SELLER SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON ANY CLAIM AT ALL INCLUDING A CLAIM THE PRODUCT FAILED TO GIVE WARNING. However, if Seller is held liable whether directly or indirectly for any loss or damage with respect to the products it sells, regardless of cause or origin, its maximum liability shall not in any case exceed the purchase price of the specific product that give rise to the claim.

### **3. Limitation on Liability to Buyer's Customers.**

Buyer agrees to limit liability to its customers to the fullest extent permitted by law. Buyer acknowledges that Seller shall only be deemed to give consumers of its products such statutory warranties as may be required by law and at no time shall Buyer represent to its customers and/or users of the Seller's products that Seller provides any additional warranties. By accepting the products, to the fullest extent permitted by law, Buyer assumes all liability for, and agrees to indemnify and hold Seller harmless against and defend Seller from, any and all suits, claims, demands, causes of action and judgments relating to damages, whether for personal injury or to personal property, suffered by any person, firm, corporation or business association, including but not limited to, Buyer's customers and/or users of the products because of any failure of the products to detect and/or warn of the danger for which the goods were designed or any other failure of the products whether or not such damages are caused or contributed to by the sole or joint concurring negligence or fault of Seller.

### **4. Returns and Credits.**

Subject to the terms and conditions listed below, during the applicable warranty period, all products claimed to be defective must be returned freight prepaid for testing to verify the defect. Upon verification of the defect by Seller, Buyer shall be entitled to a 3-for-1 exchange of the defective product, or repair or replace the non-complying product within a reasonable time limit set, or accept the return of such products and refund the purchase price.

Products repaired or replaced in accordance with this section, shall be warranted for the remainder of the unused warranty term or for 90 days from return-shipment, whichever is longer. The foregoing states Seller's exclusive remedy in case of defects. Any further liability of Seller shall be subject to Limitation of Liability under this Agreement.

If the defect or inability to function properly is a result of an exclusion to the warranty set forth in Section 1 above, Buyer will be notified and credit will be denied.

In the event you have a problem with any Seller product, please call and request a RETURN MERCHANDISE AUTHORIZATION (RMA) NUMBER from the Inside Sales Department.

In the USA call 800-222-0060.

Shipping Address: Honeywell 7701 95<sup>th</sup> Pleasant Prairie, WI 53158

Seller must be given notice within 15 days of discovery of any defect. Be sure to have the part number and the nature of the problem available for the customer service representative. Prior authorization MUST be obtained for all returns or credits. ITEMS SHIPPED TO SELLER WITHOUT A CLEARLY IDENTIFIED RMA NUMBER MAY BE REFUSED.

### **5. Governing Law**

If the Buyer acquires the Seller's product in the United States of America, the laws of the State of New York apply to this Limited Warranty.

### **6. Miscellaneous**

Where any term of this Limited Warranty is prohibited by such laws, it shall be null and void, but the remainder of the Limited Warranty shall remain in full force and effect.