



PAIGE ELECTRIC WARRANTY

Paige Electric Company, L.P. ("Paige") warrants that it owns all intellectual property rights, title and interest or has the right to license such rights to each of the product(s) sold by it ("Product(s)") and warrants to the Purchaser that each Product is free from defects in material and workmanship and conforms to any applicable specifications required by Purchaser and which are attached to this Warranty.

Purchaser can make no claim against Paige based on the sale of the Product(s) subject to this Warranty unless the facts giving rise to such claim(s) are discovered or could reasonably have been discovered by diligent inquiry within twelve (12) months of shipment from Paige and Purchaser provides written notice to Paige within thirty (30) days of discovery. The Warranty stated in this paragraph is exclusive of all other warranties, written or oral, statutory, express or implied, none of which shall apply to the sale of the Products. Paige expressly disclaims any warranty of merchantability or fitness of the Product for a particular purpose.

This Warranty shall not apply to any Product that has been subject to misuse, mishandling, accident, alteration, neglect, unauthorized repair or installation. Furthermore, this Warranty shall not apply to the use of Products in an application or environment that is inconsistent with its specifications or in the event of any act, error, neglect or default of Purchaser.

PURCHASER'S SOLE REMEDY WITH RESPECT TO ANY BREACH OF THIS WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE PRODUCT(S). PAIGE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY.

THE LAW OF THE STATE OF NEW JERSEY, USA SHALL APPLY TO ANY CLAIMS REGARDING PRODUCTS COVERED BY THIS WARRANTY AND THE EXCLUSIVE JURISDICTION FOR ANY SUCH CLAIMS SHALL BE THE STATE AND FEDERAL COURTS OF NEW JERSEY.

Lengths of cable, which have been replaced by Paige in accordance with the foregoing, shall become the property of Paige and shall be returned to it by the Purchaser, F.O.B. point of shipment.

The warranty for products produced by companies other than Paige (3M, IDEAL, Intermatic, LORESCO International, ERICO, etc.) is often stated in its product literature, which is usually available on their websites. For assistance in this matter, please contact Paige Electric.

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August 15, 2016