



**LIMITED WARRANTY.** Subject to the exclusions set forth below, the Hubbell Utility Solutions entity named in the order that is providing the applicable product(s) ("HUS") warrants that the products sold will be free of defects in workmanship and material for a period identified in the table below by HUS when stored, installed, operated and maintained in accordance with recommendations of HUS and standard industry practice and when used under proper and normal use. HUS shall in no event be responsible or liable for damages or injuries resulting from modifications, alterations, misapplication or repairs made to its products by buyer or others, or for damage caused or injuries resulting from negligence, accident or improper use by buyer or others. This warranty does not include reimbursement for the expenses of labor, transportation, removal, installation or reinstallation of the products. This warranty shall run only to the first buyer of the product from HUS or the first buyer of that product from that HUS buyer (which may include an original equipment manufacturer reselling an HUS product for the first time) and is non- assignable and non-transferable and shall be of no force and effect if asserted by any person other than such first buyers. HUS shall, whenever possible, pass the original manufacturer's warranty to buyer, for any third-party sourced or non-HUS products and/or parts provided to HUS or required by buyer.

Subject to the exclusions and limitations set forth above and herein, HUS warrants RFL branded products listed in the table below will be free from defects in workmanship and material for the warranty period described below (in each case from the date of shipment) contingent on the commercial availability of parts:

Product Group	Warranty Period
eXmux® 3501 and eXmux® 4500 systems	3 years
RFL IMUX 2000 multiplexer	5 years
RFL GARD 8000® and RFL GARD Pro® systems	10 years
All other RFL products	1 year

**BUYER INSPECTIONS.** Tests, inspections and acceptance of all material must be made at the HUS factory. Upon reasonable notice, Buyer's inspectors are welcome at the factories and are provided with the necessary facilities for carrying out their work. Name and phone number of who should be contacted for Buyer's inspection should be given to HUS no later than two weeks prior to scheduled shipment date. Buyer's inspectors may be required to execute a confidentiality agreement prior to such a visit.

**DISCLAIMER OF WARRANTY: THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE.**

**EXCLUSIVE REMEDY:** Any claim by Buyer that a product is defective or non-conforming shall be deemed waived by Buyer unless submitted to HUS in writing within thirty (30) days from the date Buyer discovered, or by reasonable inspection should have discovered the alleged defect or non-conformity. Any warranty claim must be brought within the applicable warranty period by Buyer or third party. Upon prompt written notice by the Buyer that a product is defective or non-conforming,



HUS liability shall be limited to repairing or replacing the product, at HUS' option. HUS reserves the right to replace a failed product with a functionally equivalent product.

#### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL HUS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT, ANY INCONVENIENCE, COST OR DAMAGE ARISING OUT OF ANY DELAY IN PERFORMING, FAILURE TO PERFORM OR OTHER BREACH OF THE WARRANTY SET FORTH IN HEREIN OR OBLIGATIONS UNDER SUCH WARRANTY, OR CLAIMS OF THIRD PARTIES AGAINST BUYER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF THE PRODUCTS SOLD PURSUANT TO THESE TERMS. IN NO EVENT SHALL HUS'S TOTAL LIABILITY IN RESPECT OF ANY AND ALL CLAIMS OF ANY KIND WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH, OR RESULTING FROM HUS'S SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR FURNISHING OF ANY PRODUCTS, INCLUDING PERFORMANCE OR BREACH OF THE WARRANTY SET FORTH HEREIN OF THESE TERMS, EXCEED THE PURCHASE PRICE ALLOCABLE TO THE GOOD(S) THAT GIVE RISE TO THE CLAIM, AND ANY AND ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD FOR SUCH GOOD(S).

**MODIFICATION OF WARRANTY.** HUS reserves the right to modify or discontinue this Limited Warranty without notice, provided that any such modification or discontinuance will only be effective with respect to any Products purchased after such modification or discontinuance.

**GOVERNING LAW.** This Limited Warranty shall be construed and enforced in accordance with the laws of the State of New York and the applicable laws of the United States.