



## LIMITED PRODUCT WARRANTY

1. **Definitions.** For purposes of this Warranty, (i) "Buyer" shall mean the individual or entity identified on the applicable purchase order or supply agreement (or, if different, on Seller's quotation, order acknowledgement or confirmation), (ii) "Seller" shall mean the entity identified on Seller's quotation, order acknowledgement, confirmation or supply agreement, and (iii) "Product" shall mean a product manufactured by Seller pursuant to the applicable purchase order, supply agreement, quotation, order acknowledgement or confirmation.

2. **Limited Warranty.** Seller warrants that, as of the date of delivery, Seller has good title to the Product, free from any lawful security interest or other lien or encumbrance unknown to Buyer. In addition, unless a different time period is set forth in **Exhibit A** hereof, for a period of one (1) year from the date of original shipment from Seller's facility, the Product will be free from defects in materials or workmanship arising under proper and normal use. This Warranty shall apply only to the Products and shall not apply to any other goods or materials, parts or components of a system or any system as a whole.

3. **Inspection.** If Buyer claims that any Products are defective in materials or workmanship, Seller shall have the right to either examine the Products where they are located or, in its sole discretion, issue shipping instructions for return of the Products. Buyer shall prepay all transportation charges for such return.

4. **Remedies.** Seller's sole and exclusive obligation and Buyer's exclusive remedy under this Warranty is Seller's repair or replacement of the defective Product or a credit for the purchase price of the defective Product. Seller shall have sole discretion as to which of these remedies Seller will provide. Seller is not liable for any repair or maintenance costs incurred by Buyer, unless Seller authorizes such charges in writing in advance of the commencement of the work. If Seller elects to replace or repair the defective Product, the replaced or repaired Product will be warranted for the remainder of the warranty term applicable to the originally shipped Product, but the warranty shall not be extended beyond its original term.

5. **Notice and Waiver.** If Buyer discovers any defect in materials or workmanship in the Product, Buyer must notify Seller of the claimed defect on or before the tenth (10<sup>th</sup>) day after the date on which Buyer discovers the claimed defect. FAILURE TO GIVE TIMELY NOTICE OF A CLAIM UNDER THIS WARRANTY SHALL RESULT IN BUYER'S WAIVER OF SUCH CLAIM.

6. **Transfer of Ownership.** Unless Buyer notifies Seller on or before the fifteenth (15<sup>th</sup>) day after the date on which the original Buyer transfers ownership of the warranted Product, this warranty shall become null and void upon any transfer. Notice of the transfer of ownership must be in writing and shall include the name and address of the new owner.

7. **Exclusions from Warranty.** This warranty shall be subject to normal wear and tear of the Products and shall not apply to any cable markings or defects attributable to:

- (a) improper installation;
- (b) misapplication of parts;
- (c) chain or system failures induced by other products or components;

- (d) lack of proper inspection or maintenance;
- (e) ordinary wear and tear;
- (f) materials, components or products manufactured by a third party;
- (g) power surges, severe weather conditions or acts of nature, including but not limited to lightning or floods;
- (h) usage or operation not in accordance with published ratings, specifications or instructions, including but not limited to environmental specifications identified by Seller;
- (i) any adjustment, modification, alteration or repair not expressly authorized by Seller;
- (j) misuse, abuse or neglect of the Product or of any system of which the warranted Product is a part;
- (k) any type of aesthetic changes due to oxidation or corrosion occurring on stainless steel or galvanized steel parts installed in unusually corrosive marine and industrial atmospheres (in which case Seller's only obligation shall be to ensure that Products comply with Seller's published material specifications); or
- (l) accidental damage.

8. **Limitations on Liability.** THE WARRANTIES SET FORTH IN SECTION 2 HEREOF ARE EXCLUSIVE AND ARE MADE ONLY TO BUYER. SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS AND EXCLUDES ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND ANY REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OR PERFORMANCE. No person is authorized to give any additional warranties on Seller's behalf or to assume for Seller any other liability, except in a writing signed by an authorized officer of Seller. SELLER'S TOTAL LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS WILL BE LIMITED TO PROVEN DIRECT DAMAGES, NOT TO EXCEED THE PURCHASE PRICE OF SUCH PRODUCTS. IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR LOSS OF ACTUAL OR ANTICIPATED REVENUES OR PROFITS. These limitations on liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, and whether damages were foreseeable and will survive failure of any exclusive remedies provided in Section 4 hereof.

9. **Choice of Law.** The terms and conditions contained herein and the rights of the parties to any transaction to which they relate shall be governed by and construed in accordance with the laws of the State of North Carolina, U.S.A. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.



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### Exhibit A

Notwithstanding the duration of the warranty period identified in Section 2 of the Warranty, Seller warrants that the Products identified below will be free from defects in material and workmanship arising under proper and normal use for the following warranty periods:

<b>QR® Coaxial Cable</b>	Ten (10) years from the date of original shipment.
<b>ValuSite™ Accessory Products</b>	Three (3) years from the date of original shipment.
<b>I-Line Accessory Products</b>	Three (3) years from the date of original shipment.
<b>Standard RADIAX® Cable, Connector, Accessory and Cable Assembly* Products</b>	Ten (10) years from the date of original shipment; except that the warranty term for weatherproofing kits shall be three (3) years, for cable preparation tools (excluding blades) shall be one (1) year, and for surge arrestors shall be two (2) years.
<b>Standard CINTA™ Cable, Connector, Accessory and Cable Assembly† Products</b>	Five (5) years from the date of original shipment.
<b>Standard HELIAX® Cable, Connector, Accessory and Cable Assembly‡ Products</b>	Ten (10) years from the date of original shipment; except that the warranty term for ValuFlex® cable assemblies shall be three (3) years, for weatherproofing kits shall be three (3) years, for cable preparation tools (excluding blades) shall be one (1) year, for certain single click-on hanger kits shall be one (1) year, and for surge arrestors shall be two (2) years.
<b>Standard Steel Products</b>	Three (3) years from the date of original shipment.
<b>In-Building Directional Couplers, Power Splitters, Terminations and Cell-Max™ Antenna Products</b>	Five (5) years from the date of original shipment.
<b>In- Building and Fixed Subscriber Antennas</b>	The earlier of: three (3) years from the date of installation or thirty-nine (39) months from the date of original shipment.
<b>DECIBEL® Base Station Antenna Products</b>	Five (5) years from the date of original shipment for all single and dual polarized directional panel antennas; two (2) years from the date of original shipment for Omni-directional antennas featuring 7-16 DIN connectors covering all 806-960 MHz and 1710-2170 MHz frequencies, as well as all TELETILT® components to include controllers and accessories; and one (1) year from the date of original shipment for all antennas featuring N-type connectors and all other DECIBEL® base station antenna Products not otherwise specified in this paragraph.
<b>Standard Tower Mounted Amplifier, Bias Tee and Power Distribution Unit Products</b>	Two (2) years from the date of original shipment.
<b>Standard MR, MOR, MMR and Node Repeater Products</b>	The earlier of one (1) year from the date of installation or fifteen (15) months from the date of shipment.
<b>Standard MR, ION™-B, ION™-M and Node Repeater Products</b>	The earlier of one (1) year from the date of installation or fifteen (15) months from the date of shipment.
<b>Standard Filter, Diplexer and Triplexer Products</b>	Two (2) years from the date of original shipment.
<b>DryLine® Dehydrator Systems and Line Monitoring Systems</b>	Three (3) years from the date of installation or 3,000 hours of actual run time, whichever occurs first; except the warranty term for the compressor is only one (1) year from installation or 1,000 hours of actual run time, whichever occurs first. This warranty term does not apply to Factory Reconditioned Dehydrators, which are warranted for only one (1) year from the date of original shipment as indicated in Section 2.
<b>Microwave Antennas</b>	Three (3) years from the date of original shipment.
<b>Terrestrial Microwave System Products (including Microwave System Flex-Twist, Coupler, Filter and Diplexer Products)</b>	Three (3) years from the date of original shipment.

\* RADIAX® cable assembly product means any RADIAX® coaxial cable that has been fitted with Seller's connectors by Seller or its certified distributor.

† CINTA™ cable assembly product means any CINTA™ coaxial cable that has been fitted with Seller's connectors by Seller or its certified distributor.

‡ HELIAX® cable assembly product means any HELIAX® coaxial cable or elliptical waveguide that has been fitted with Seller's connectors by Seller or its certified distributor.



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<b>Passive SYSTIMAX® SCS Products</b>	One (1) year from the date of installation.
<b>Active SYSTIMAX® SCS Products</b>	One (1) year from the date of installation.
<b>Passive Uniprise® Products</b>	One (1) year from the date of installation.
<b>Enterprise Products (excluding software)</b>	One (1) year from the date of installation.
<b>Enterprise software Products</b>	Ninety (90) days from the date of original shipment.
<b>Carrier Apparatus Products</b>	One (1) year from the date of original shipment.
<b>Carrier Cable Products</b>	One (1) year from the date of original shipment.
<b>Carrier electronic enclosures Products (cabinets)</b>	Two (2) years from the date of original shipment.