



ADVANCED DIGITAL CABLE INC. (ADC) EXCLUSIVE LIMITED WARRANTY

All products ordered will be supplied in accordance with the description on the face of this Order Acknowledgement, in accordance with applicable industry design standards and specifications, and will be free from defects.

ADC's products are designed and manufactured for use in common industrial and commercial applications. ADC will not be liable for normal wear and tear of ADC's products or for damage caused by negligence, lack of maintenance, accident, abnormal use or operation, improper installation or service, fire, floods or acts of God. ADC disclaims all liability resulting from the use of ADC's products in hazardous materials applications, nuclear power installations, commercial or military aircraft applications, missile installations, space or rocket applications, or any other critical applications where the failure of a single component could cause serious harm to persons or property.

By purchasing ADC's products, you agree that if upon inspection or use of any ADC product the product appears to be defective in any way you will immediately discontinue use of the product and notify ADC promptly so that we may investigate without delay.

ADC will only be liable for defects or failures in product (1) which under proper use and handling, proven to ADC's satisfaction, arise solely from the design of the product or materials or workmanship used in the manufacture of the product; (2) **which occur within One (1) Year** of the date of shipment of the product from the ADC factory; *AND* (3) of which ADC receives **written notification of the defect or failure within Two (2) Business Days** of the date of the defect or failure is discovered.

By purchasing ADC's products you agree that your sole and exclusive remedy for any defect in an ADC product shall be refund of the purchase price of the product, repair of the product, or replacement of the product, at ADC's sole option.

- **NOTWITHSTANDING ANY OTHER PROVISION IN THIS ORDER ACKNOWLEDGEMENT OR ELSEWHERE TO THE CONTRARY, ADC'S MAXIMUM LIABILITY AT ANY TIME FOR ANY CAUSE WHATSOEVER SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT(S) AT ISSUE. ADC SHALL NOT BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND OR NATURE ARISING AT ANY TIME FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT.**

Replacement of products under this warranty expressly does not include expenses incurred by the buyer in installing or using the products. No products shall be returned to ADC for credit or replacement without approval from ADC. Products replaced by ADC shall be shipped F.O.B. original destination point by a common carrier of ADC's choosing. ADC will not be responsible for any expedited freight charges or special handling requirements. Products returned to ADC shall become the property of ADC and shall be returned to ADC F.O.B. point of original shipment.

- **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WHICH ARE EXPRESSLY DISCLAIMED.**

By purchasing ADC products you agree that in the event there is a dispute between you and ADC, each party will pay their own costs for all proceedings leading to the resolution of such a dispute, including but not limited to attorneys' fees, court costs and other costs associated with litigation or alternative dispute resolution. You agree that in prosecuting any and all disputes with ADC the law of the State of Ohio shall apply, and any lawsuit shall be brought in the state or federal court having jurisdiction over Cuyahoga County, Ohio.

- **ADC MAKES NO OTHER REPRESENTATION, CONDITION, GUARANTEE OR WARRANTY** of any kind or nature other than stated herein.