

LEGRAND/WIREMOLD LIMITED WARRANTY & LIABILITY STATEMENT

LEGRAND/WIREMOLD WARRANTS, TO THE ORIGINAL PURCHASER OR OWNER ONLY, THAT ANY PRODUCT MANUFACTURED AND SOLD BY LEGRAND/WIREMOLD WILL BE SUBSTANTIALLY FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE, FOR A PERIOD OF ONE YEAR FROM THE DATE OF ORIGINAL INSTALLATION OR TWO YEARS FROM THE DATE OF PURCHASE, WHICHEVER IS SOONER. THIS LIMITED WARRANTY APPLIES ONLY TO PRODUCTS, WHICH HAVE BEEN INSTALLED PROPERLY IN ACCORDANCE WITH INSTALLATION INSTRUCTIONS SUPPLIED BY LEGRAND/WIREMOLD AND ANY APPLICABLE CODES AND STANDARDS.

THIS LIMITED WARRANTY IS VOID AND LEGRAND/WIREMOLD SHALL NOT BE LIABLE FOR ANY DAMAGES OR HELD RESPONSIBLE FOR THE QUALITY, PERFORMANCE OR SAFETY OF PRODUCTS THAT HAVE BEEN REPAIRED, ALTERED OR TAMPERED WITH OUTSIDE OF LEGRAND/WIREMOLD FACILITIES OR WHICH HAVE BEEN INTERMIXED (USED WITHIN A SYSTEM) WITH PRODUCTS OR MATERIALS NOT APPROVED BY LEGRAND/WIREMOLD OR HAVE BEEN SUBJECTED TO ACCIDENT, NEGLIGENCE, MISUSE OR ABUSE.

LEGRAND/WIREMOLD'S SOLE OBLIGATION (AND THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER OR OWNER OF THE PRODUCT) WITH RESPECT TO ANY PRODUCTS WHICH ARE PROVEN TO BE DEFECTIVE, SHALL BE THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCTS, AT THE SOLE OPTION OF LEGRAND/WIREMOLD. RETURNED PRODUCTS WILL NOT BE ACCEPTED UNLESS LEGRAND/WIREMOLD IS NOTIFIED AND AUTHORIZES THE RETURN, PRIOR TO SHIPMENT.

LEGRAND/WIREMOLD SHALL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE DEFECTIVE PRODUCTS, AND UNDER NO CIRCUMSTANCES SHALL LEGRAND/WIREMOLD BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

CERTAIN PRODUCTS OF LEGRAND/WIREMOLD MAY HAVE A SPECIFIC LIMITED WARRANTY OR LIMITATION OF LIABILITY WHICH IS INCLUDED WITH SUCH PRODUCTS AND WHICH DIFFERS FROM THAT SET FORTH IN THIS STATEMENT. THE TERMS OF ANY SUCH SPECIFIC LIMITED WARRANTY OR LIMITATION OF LIABILITY WILL SUPERSEDE THAT SET FORTH IN THIS STATEMENT.

EXCEPT AS SET FORTH IN THE PRECEDING PARAGRAPH, THIS LIMITED WARRANTY IS EXCLUSIVE AND LEGRAND/WIREMOLD MAKES NO OTHER WARRANTIES WITH RESPECT OF ITS PRODUCTS, EXPRESSED OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.