



ICE Cable Systems Warranty

STANDARD WARRANTY

Seller expressly warrants for 1 (one) year from date of shipment that its products will be free from defects in material and workmanship under proper and normal use.

THE ABOVE LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OF IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ICE warrants that all Products are, at the time of shipment to the Buyer, free of material and workmanship defects, provided that no warranty is made with respect to:

- (1) any Product which has been repaired or altered, by Buyer, its agents or employees, or any third party not under control of ICE, in such a way, in ICE's judgment, as to affect the Product adversely.
- (2) any Product which has, in ICE's judgment, been subject to negligence, accident or improper storage or transport by Buyer, its agents or employees, or third party not under control of ICE.
- (3) any Product which has not been installed, operated and maintained in accordance with normal practice and in conformity with recommendations and published specifications of ICE Cable Systems.

Seller's obligation under this warranty shall be limited to the repair of, or at its option, the replacement of any defective products, or parts thereof, not to exceed the original purchase price. Shipment of the defective products must be made to Seller, or some pre-designated location as authorized by Seller, freight prepaid.

WAIVER OF DEFECTS BY RETENTION. Upon discovery of a defect, the Buyer shall notify ICE in writing within 30 days following its discovery of the defect, any claim that Buyer may have with respect to any Products delivered hereunder, and failure to give such notice within the specified time shall constitute trial and unqualified acceptance and waiver of all claims and warranties with respect to the Products.

LIMITATION OF DAMAGES. This warranty does not extend to any labor charges for removal and/or replacement of the non-conforming of defective product or part thereof. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR FOR ANY EXPENSE OR EXPENSES BEYOND THE ACTUAL COST OF REPAIR OR REPLACEMENT OF PRODUCT UNDER THIS WARRANTY.

The Buyer consents that the exclusive venue of any legal action which in any way concerns the Products will be the Supreme Court, Los Angeles County, California. The parties further agree that all disputes are governed by California Law, and must be commenced within 12 months of the date of shipment of the Products to Buyer. Moreover, if ICE brings a claim or counterclaim against Buyer, Buyer agrees that ICE may recover from the Buyer all reasonable cost and attorneys fees.

EXTENDED WARRANTY

25 Year limited warranty administered by ICE on its products, upon registration for extended warranty.

ICE will extend, to 25 years from date of shipment of products to Buyer, the terms of the Standard Warranty, provided Buyer registers the address of product installation with ICE and furnishes an affidavit, signed by Buyer or Buyer's agent, stating that installed ICE product has been tested and is in working condition.