

Southwire Testing Services Warranty:

Commission Testing: For the purposes of this Warranty (the "Warranty"), Commission Testing is defined as "partial discharge testing on medium voltage cable (up to 35kV rated) that was installed and energized less than six (6) months prior to the date of testing." For Commission Testing of medium voltage cable manufactured by Southwire Company, LLC ("Southwire"), provided that the testing confirms that the cable was installed and terminated correctly, the manufacturer's warranty shall be extended by a period of forty-eight (48) months. For cable manufactured by companies other than Southwire, no warranty is provided.

Aged Cable Testing: No warranty is provided for small-scale testing engagements. For testing programs, the below warranty language is applicable. The Service Agreement or other contractual document(s) will identify if the Aged Cable Testing services are covered by this warranty. For programs that involve both Aged Cable Testing and Cable Rejuvenation Services (as defined in the Service Agreement), any cable segment that is both tested and rejuvenated will be warranted per the rejuvenation warranty and the initial testing warranty will be voided.

For cable systems determined to be "defect free" following a prescribed combination of diagnostics tests potentially including partial discharge, tan delta, time domain reflectometry, sheath testing, and Ohm-check, Southwire warrants that the cable will remain in operable service for an additional ten (10) years. This Warranty only applies to solid-dielectric medium voltage metallically shielded power cable systems (up to 35kV). Cables operated beyond their thermal limits, as well as those subjected to dig-ins, lightning strikes, fault location via "thumping," hi-pot testing, or other destructive events are excluded from this Warranty. Further, cable systems must be operated in substantially the same configuration as tested, without outage periods greater than seven (7) days, for this Warranty to be in effect. The circuit must be surge arrester protected, designed and installed in accordance with IEEE 62, and be placed at least at the junctions with overhead lines, the ends of radial lines, and any open point in circuit loops. For long circuits, an arrester placed at an intermediate point may be necessary. To file a warranty claim, the failed cable section must be collected and provided to Southwire for inspection; alternatively, a field inspection may be substituted to satisfy this requirement at Southwire's discretion. Warranty claims must be submitted within ninety (90) days of the date of the cable failure. Southwire reserves the right to deny any Warranty claim that does not fall within the guidelines of this program.

THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER FOR WARRANTY CLAIMS WILL BE A PAYMENT TO THE CUSTOMER, IN THE AMOUNT ORIGINALLY PAID BY CUSTOMER, AS A CASH REFUND OR CREDIT FOR FUTURE SERVICES. THIS WARRANTY IS THE EXCLUSIVE REMEDY AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES OR REMEDIES, WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED, AND SOUTHWIRE HEREBY EXPRESSLY DISCLAIMS ANY OTHER EXPRESS WARRANTY AND ANY IMPLIED WARRANTY, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OF FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE OR AGENT OF SOUTHWIRE IS AUTHORIZED TO GRANT ANY WARRANTY THAT IS GREATER OR DIFFERENT THAN THIS WARRANTY.