



Limited Warranty

The following Limited Warranty provisions shall apply to all Cor-Tek™ products ("Goods") manufactured or sold by Atkore RMCP, Inc. ("Seller") to any purchaser or subsequent owner (Purchaser).

Warranties.

(A) Seller warrants to Buyer that for a period of 12 months from the date of shipment of the Goods ("Warranty Period"), that such Goods will materially conform to Seller's published specifications in effect as of the date of manufacture and will be free from material defects in material and workmanship. No warranty is given for products or components that have been (i) subject to misuse, improper installation, improper storage, corrosion, or negligence; (ii) disassembled, modified or repaired by unauthorized persons; or (iii) used in any manner contrary to Seller's instructions or recommendations. **SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY THAT THE PRODUCTS WILL CONFORM TO ANY SAMPLES, ANY WARRANTY THAT THE PRODUCTS WILL NOT DISCOLOR OR THE TEXTURE OR FINISH WILL NOT CORRODE OR DETERIORATE, AND ANY WARRANTY REGARDING ANY ANCILLARY SERVICES RENDERED.**

(B) Seller shall not be liable for a breach of the warranties set forth herein unless: (i) Buyer gives written notice of the defective Goods or Services, as the case may be, reasonably described, to Seller within 30 days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods or Services are defective. Seller's liability will terminate upon expiration of the notice period. Seller's sole liability for non-conforming products will be to repair or replace the non-conforming product or return the purchase price paid therefore, at Seller's sole option. Buyer will bear all disassembly, shipment and reinstallation costs of repaired or replaced products. **THE REMEDIES SET FORTH HEREIN SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN HEREIN.**

Limitation of Liability. In no event shall Seller's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the total of the amounts paid to seller for the goods sold hereunder. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

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