



Limited Warranty; Limitation of Liability:

Encore Wire Corporation warrants to you as its customer that for a period of 12 months from the date of shipment to you by Encore, its products are free of defects in workmanship or material and are in conformity with applicable specifications and descriptions referred to or set out herein. Encore's warranty shall not apply to any misuse of its products, including use contrary to Encore's specifications or applicable building codes. The limited warranty stated in this paragraph is the sole and exclusive warranty made or given by Encore and, except as hereinafter provided, is made in lieu of all other warranties, written or oral, express or implied, none of which shall apply to the sale of Encore's products. Any implied warranty of merchantability or fitness for a particular purpose or other warranty implied by law on Encore's products is not herein disclaimed, but is limited in duration to the warranty period specified above. Some states do not allow limitations on how long an implied warranty lasts, so these limitations and exclusions may not apply to you.

By purchasing Encore's products, you agree that if any product you purchase from Encore appears to be defective, you will discontinue its use and notify Encore promptly so that the matter may be investigated without delay. You also agree that no claim shall be maintained hereunder unless the facts giving rise to it are discovered within 12 months of shipment and written notice thereof is given to Encore Wire Corporation within 30 days of discovery at P.O. Box 1149, McKinney, Texas 75069. By purchasing Encore's products, you agree that the sole and exclusive remedy for breach of the above warranty shall be to refund the purchase price of, or at Encore's sole option, to repair or replace, the product concerned by F.O.B. Encore's factory or such other place as Encore shall designate. You also agree that Encore will not be liable for any other loss or expense (including labor) not specifically described, and will not be liable for incidental or consequential damages. Lengths of cable that are replaced by Encore in accordance with the foregoing shall become the property of Encore and you agree that you will return to Encore such cable by F.O.B. point of shipment.

This warranty and limitation of liability gives you specific legal rights and you may also have other rights, which vary state to state.