

Electromechanical Cable Warranty

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Camesa, Inc. warrants to the Buyer that all products are guaranteed against manufacturing defects *at time of manufacture* and are *guaranteed to meet published breaking strengths and electrical* characteristics for that product at the time of manufacture or shipment from the factory or one of its authorized warehouse locations. Any warranty, expressed or implied, as to quality, performance, or fitness for use of wire products is premised on the condition that the published breaking strength or electrical characteristics apply to new, unused rope or cable; that the mechanical equipment on which such products are used is properly designed and maintained; that such products are properly stored, handled, used and maintained, and properly inspected from time to time during the period of use; that cables are installed by a Camesa distributor or a Camesa pre-approved cable installer. In the event any such product fails to meet the foregoing warranty Camesa Inc. will correct such failure either, at its option, (1) by repairing or (2) credit adjustment of any damaged or defective part or parts of the product. Liability of such defects shall not exceed the replacement price of the specific product warranted. UNDER NO CONDITION SHALL CAMESA OR ITS SUPPLIERS, WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, LOSS OF PROFIT OR REVENUE, DAMAGE TO ANY ASSOCIATED EQUIPMENT, OR CLAIMS OF BUYER'S CUSTOMERS FOR SUCH DAMAGE.