

Warranty

Trilogy Communications, Inc. ships all international, ocean, and other special transport as we do domestic shipping. However, lagging is available at the customer's request. For additional information regarding shipping information, please contact Trilogy's Customer Service Center at 1-800-874-5649.

Warranty

Trilogy Communications, Inc. warrants that its coaxial cable will be free from defects in material and workmanship. If any failure to conform with this warranty is found within 30 days (in the case of any non-conformity discoverable through reasonable inspection) or within six months (in the case of defects not discoverable through reasonable inspection) from the date of receipt of the product by purchaser, and Trilogy is given immediate notification thereof, Trilogy, upon being satisfied of the existence of such non-conformity, will correct same by replacement of the defective product or by making suitable repairs. If Trilogy is unable to correct such non-conformity by replacement of the product or making suitable repairs, whether due to the nature of such non-conformity, the use made by the purchaser of the product, or for any other reason, it will return to buyer the price set forth on the Invoice, or where appropriate, the unit price for such number or quantity of products as shall have such non-conformity which Trilogy is unable to correct, upon Trilogy's receipt of the non-conforming product F.O.B. its plant, provided, however, no product shall be returned to Trilogy without its express written consent, and provided further, that such receipt of any non-conforming product will not be required where it is no longer possible for the purchaser to return same to Trilogy. In warranting this product to be free from manufacturing defects, Trilogy makes no warranty and assumes no liability for personal injury or the consequential and/or incidental damages based on misuse of cable or other products, use of coaxial cable or other products for any use other than that intended by Trilogy and/or negligence in proper shipping or installation of the product by any other person. Trilogy further makes no other warranties, express or implied, including implied warranties of merchantability and/or fitness for a particular purpose. The warranty set forth herein provides the sole and exclusive warranty of Trilogy Communications, Inc. and supersedes and supplants any oral representations or other warranties expressed or implied in connection with the sale of cable or other products by Trilogy to the purchaser. This warranty does not extend to subsequent purchasers from the buyer, or buyer's successors and/or assigns.

Buyer's exclusive remedy against Trilogy shall be as set forth in the preceding paragraph. In no event shall Trilogy be liable to buyer, either directly or by way of contribution or indemnity for direct, special, incidental or consequential damages such as, but not limited to, property damage, loss of profit, damage based on loss of use of the product, or damages for cover, irrespective of whether the claim for any such damages be based on warranty, express or implied, contract, tort or otherwise. Trilogy shall likewise not be liable for damages based on cover, or consequential damages (including, but not limited to loss of profits or damages based upon loss of use of the product) for any failure to or delay in the delivery due to acts of God, including, without limitation, floods, tornadoes, hurricanes, earthquakes or other natural or weather conditions or accidents (whether or not contributed to by Trilogy's negligence), strikes or other labor disputes (whether against seller, its suppliers or carriers and whether or not due to any fault of Trilogy), delay of carriers, shortages of material, fuel or energy, breakdown of equipment, orders, requirements or request of any government, government agency or any officer or official thereof, or any similar causes, whether or not beyond Trilogy's control. In the event that there is a delay in delivery due to such cause or causes, Trilogy will have the option to cancel without any liability to buyer or to make delivery within a reasonable time after termination of the cause or causes of the delay.

EXTENDED WATER MIGRATION WARRANTY PROVISIONS:

Trilogy Communications, Inc. warrants that for **fifteen (15) years** from the date of purchase, its AirCell® coaxial cable will not transport water along the dielectric of the cable beyond cells damaged by external factors such as improper installation, gunshot damage or any other damage that would compromise the integrity of the cable. In that time, if it is so deemed by Trilogy Communications, Inc. that the fault lies in the cable due to excessive migration of water through the dielectric, then the cable will be replaced with reasonable installation labor included. The reasonable cost of labor will be limited to an industry average, current at the time of replacement and cable replaced must be of the same type from Trilogy Communications, Inc. The cost of replacement and installation of the cable for cells actually damaged by external factors as described above, is not covered by these additional warranty provisions.