

basic wire and cable

3900 N. ROCKWELL ST. CHICAGO, ILLINOIS 60618-3719 TEL: (773) 539-1800, FAX: (773) 539-3500

BASIC WIRE AND CABLE TERMS AND CONDITIONS

1. **ACCEPTANCE OF TERMS:** Basic Wire and Cable's acceptance of Purchaser's order is expressly conditioned on Purchaser's agreement to these terms. No other terms shall apply unless agreed to in writing by Basic Wire and Cable.
2. **WARRANTY:**
 - Basic Wire and Cable warrants that the product shall conform to its description on the face hereof.
 - This warranty is exclusive and in lieu of all other warranties. Purchaser waives all other warranties, express and implied, including implied warranties of merchantability and fitness.
 - For additional warranties, Purchaser must request, in writing, a product certification. Basic Wire and Cable will then provide written certification of product characteristics. This is the exclusive method for creating additional warranties.
3. **LIABILITY LIMITATION:**
 - Basic Wire and Cable's liability, for any cause, is limited to product replacement or purchase price refund, at Basic Wire and Cable's discretion.
 - This remedy is exclusive and the sole remedy of Purchaser.
 - Basic Wire and Cable is not liable for consequential or special damages, including lost profits.
 - Any action for breach must be commenced within one year after the cause of action has accrued.
4. **DEFECT NOTIFICATION:** Basic Wire and Cable must be notified of any product defects within 24 hours of delivery.
5. **DISCLAIMER OF RESPONSIBILITY:**
 - Basic Wire and Cable is not responsible for the application, safety, or suitability of its products alone or in combination with other products.
 - Users must conduct their own tests to determine safety and suitability for their purposes.
 - Purchasers and users assume all responsibility for loss or damage arising from handling and use of products.
6. **INDEMNIFICATION:** Purchaser shall hold Basic Wire and Cable harmless from any claims, demands, damages, actions, or causes of action arising from the possession, handling, or use of purchased materials.
7. **PRODUCT SUBSTITUTION:**
 - Basic Wire and Cable may substitute equivalent goods of like grade or quality.
 - Retention of substituted goods constitutes acceptance under these terms.
 - If not accepted, Purchaser should return the product immediately, unopened and prepaid.
8. **ENTIRE AGREEMENT:**
 - This document contains the full understanding between parties.
 - No waiver, alteration, or modification is binding unless in writing and signed by an authorized Basic Wire and Cable representative.
 - Neither course of conduct nor trade usage shall modify these terms.
9. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of Cook County, Illinois.
10. **SEVERABILITY:** If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

By placing an order with Basic Wire and Cable, Purchaser acknowledges and agrees to these terms and conditions.