

## FOREVER WARRANTY & TERMS AND CONDITIONS

### FOREVER WARRANTY

The terms and conditions of The FOREVER WARRANTY™ apply to the Sherman + Reilly, Inc. (S+R) products consisting of distribution and transmission single conductor blocks and bundled blocks and accessories [identified below] [specify series/accessories] (collectively, "Products").



S+R warrants to the original purchaser ("Buyer") of the Products that the Products will be free from defects in material and workmanship for the life of the Products. S+R's sole liability under this Warranty will be, at its sole discretion, either to repair or to replace the Products (or any relevant part(s) thereof) which prove defective. Buyer must inform S+R of any defects in writing and without unreasonable delay. Buyer shall return defective Products subject to warranty, freight pre-paid, to S+R'S address in Chattanooga, Tennessee without unreasonable delay. S+R will investigate the reported defects and take appropriate action following receipt of the Products. Buyer acknowledges that this Warranty does not apply to any defects caused by:

- Improper use of the Product
- Failure to perform regular maintenance as specified or to properly store the Products
- Alterations, modifications, repairs or any other work done on or in relation to the Products by anyone but S+R
- An energized condition

The Forever Warranty™ will automatically terminate as to any Product if the Product experiences an energized condition.

THE FOREVER WARRANTY™ IS A LIMITED WARRANTY. THIS WARRANTY IS THE ONLY WARRANTY MADE BY S+R AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, QUALITY, DURABILITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL SUCH WARRANTIES, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY DISCLAIMED AND EXCLUDED. S+R'S SOLE OBLIGATION TO BUYER UNDER THIS LIMITED WARRANTY IS TO REPAIR OR REPLACE THE EQUIPMENT UNDER THE TERMS AND CONDITIONS SET FORTH ABOVE. S+R SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSS OR DAMAGE INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS OR LOSS OR DAMAGE RESULTING FROM THE DEATH OR INJURY OF ANY OF BUYER'S EMPLOYEES OR ANYONE ELSE, WHETHER ARISING FROM S+R'S BREACH OF CONTRACT, NEGLIGENCE OR HOWSOEVER. THIS WARRANTY IS NOT ASSIGNABLE BY BUYER.

### TERMS AND CONDITIONS

Sherman & Reilly, Inc., hereinafter referred to as the Company, shall not be liable to Purchaser for damages due to any delays in manufacture or shipping of Products due to strikes, accidents, fires, floods, inability to secure fuel or power, delays in transportation, failure to receive materials from suppliers on time, terrorist activities, or other hindrances beyond the Company's control. Purchaser shall have the right to inspect Products at any time during manufacture and assembly, after reasonable notice; however, any rejection of the Product must be in writing and received by the Company within 72 hours after delivery.

Material or product indicated as Special on the Acknowledgement Copy of an order differs from standard dimensions or in other ways and is manufactured to Purchaser's specific order. An order for such material or product is not subject to cancellation after manufacture and/or purchase of materials has started.

In the sole discretion of the Company, which must be confirmed in writing by an authorized representative of the Company, products indicated as Special on the Acknowledgement Copy of an order may be returned for credit if received unused and undamaged, and upon payment of a restocking charge equal to at least 25% of net price, plus all transportation charges.

Prices are subject to change without notice unless otherwise stated in writing. All shipments are FOB factory with freight collect and Terms Net 30 Days with approved credit unless otherwise stated. The maximum service charge allowable is 1-1/2% per month and will be applied to all accounts not paid within 30 days from the date of the original invoice. Minimum order is \$50.00. The Company reserves the right to require payment in advance of any shipment and to be permitted to send shipments C.O.D. Due to the special nature of materials and products, the Company will select the freight carrier unless otherwise directed by the purchaser.

No order or contract shall be binding on the Company until accepted in writing by an authorized representative of the Company or by an Acknowledgement Copy.

The sales agreement evidence by each order form and any dispute or controversy arising therefrom or related thereto shall be governed by the laws of the State of Tennessee.

## COVERED PRODUCTS

### DISTRIBUTION BLOCKS & ACCESSORIES

- XS-100
- XS-200
- XS-100 (FG)
- B-747 Pole Bracket
- LPA-17-A Adapter
- AIA-CF (not including Urethane)
- AIA-J (not including Urethane)
- CRB-U-975
- GK-200
- XS-707-3 (or 4)
- B-707
- RB-707-3 (or 4)
- 9712
- 9710
- GTA-358
- HLB-472
- PM-1AG
- NB-200
- PTB-100
- Fastrap™ (not including strap)
- CP-50 (not including tires)
- Spider Reels

### TRANSMISSION BLOCKS & ACCESSORIES

- 73 Series
- 74 Series
- 78 Series
- River Crossing Block
- BSD-748
- Tandem Blocks
- 72 Series
- 70 Series
- HDR-10
- HWA-70
- HE-7100
- 7212-H
- Running Boards
- DG-4100 (not in energized condition)
- R-6201-A (not in energized condition)
- R-6201-D (not in energized condition)
- Block Grounds
- TG-1
- 9511
- 9510
- 4841 - Snatch Block
- HD-72
- HD-142
- CH-5 (Not Urethane)

## PRODUCTS NOT COVERED

### DISTRIBUTION BLOCKS & ACCESSORIES

- N3306Y - Moose
- Any Block Lining
- Spider Controllers

### TRANSMISSION BLOCKS & ACCESSORIES

- Any Block Lining
- Bundle Block Inserts