

L I M I T E D L I F E T I M E

WARRANTY

Wright Line LLC ("Seller") warrants to the original purchaser ("Buyer") that its products are free from defects in materials and workmanship for the following warranty period applicable to the product (the "Applicable Warranty Period"):

- A. Lifetime Warranty for Wright Line Manufactured Products: The Applicable Warranty Period for a product manufactured and sold by Seller under the Wright Line brand name shall be the period of time that the original purchaser owns the product.
- B. Limited Term Warranty for All Other Products or Components: The Applicable Warranty Period for all other products, or components purchased by Wright Line and integrated into Wright Line manufactured products, sold by Seller, shall be the warranty as outlined in the original manufacturer's warranty.

This warranty does not cover any damage to customer equipment that is caused by an AC power disturbance or any other causes unrelated to the quality and/or functionality of Seller's products.

No claims under this warranty will be valid unless Buyer notifies Seller in writing within a reasonable time of its discovery of the defect, but in any event prior to the expiration of the Applicable Warranty Period for such product. This warranty does not cover ordinary maintenance, wear and tear within the normal consumable life of a product, abuse, improper use, alterations, repairs and installations which have not been performed by an authorized Seller's representative, and products which have not been maintained or operated in accordance with Seller's written instructions.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Seller will repair or replace, at its option, any products (or parts thereof) which are covered by this warranty and which are found to be defective. Seller may provide a substitute product of equal or higher value to resolve a warranty claim. No such repair, substitution or replacement will extend the Applicable Warranty Period. When a warranty claim arises, Buyer must contact Seller to arrange return shipment to Seller, with freight prepaid by Buyer. The risk of loss or damage to any products returned to Seller will be with Buyer.

THE REMEDY OF REPAIR OR REPLACEMENT PROVIDED FOR HEREIN IS BUYER'S EXCLUSIVE REMEDY IN THE EVENT OF BREACH OF THIS WARRANTY. IN ADDITION, SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR ANY LOSS, DAMAGE OR EXPENSE ARISING FROM THE SALE, USE OR INSTALLATION OF THE PRODUCTS OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, OR ON TORT, OR REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY SELLER OR ITS AGENTS OR REPRESENTATIVES CONCERNING THE SALE, USE OR INSTALLATION OF THE PRODUCTS.

This warranty will be effective for products sold after January 1, 2006.

wright • line

technical environment solutions

TERMS & CONDITIONS OF SALE

1. PRIMACY OF SELLER'S TERMS AND CONDITIONS. Any order received and accepted by Wright Line LLC ("Seller") shall be construed as an acceptance of Seller's offer to sell its goods in accordance with the terms and conditions of sale set forth herein. This document contains all of the terms and conditions of the agreement between Seller and Buyer of the goods sold, to the exclusion of any terms and conditions incorporated in Buyer's order or other documents of Buyer. Seller's acceptance of Buyer's order is expressly conditioned on Buyer's acceptance of the terms and conditions contained herein. Buyer, upon placing an order, is presumed to have accepted all of the terms and conditions without modification. No alteration, waiver, modification or addition to the terms or conditions shall be binding on Seller unless specifically agreed to in writing by a person authorized by Seller to accept such different or inconsistent terms or conditions.

2. WAIVER. No waiver, whether express or implied, by Seller of any of the terms or conditions hereof shall be deemed a continuing waiver or trade custom between the parties, but shall apply solely to the instance to which the waiver is directed.

3. ACCEPTANCE BY SELLER. All orders received by Seller are subject to revision and possible rejection by Seller within seven business days after its receipt of the same at its home office, notwithstanding the fact that the same may have been signed by Seller's field personnel. Unless revised or rejected, any such order shall become a firm Purchase Agreement upon the passage of such seven days.

4. PRICE. Unless otherwise agreed to by Seller: (a) all prices, quotations, shipments and deliveries by Seller are FOB Shipping Point, Freight Collect; (b) all prices, including related extras and deductions, are subject to change without notice and the price to be paid by Buyer will be in accordance with Seller's price in effect on the day of Seller's acceptance; (c) prices do not include Seller's freight/handling charges; (d) prices do not include any sales, use, excise, value-added or other tax, all of which present or future tax obligations are the responsibility of, and must be paid by, the Buyer.

5. DELIVERY, TITLE AND RISK OF LOSS. Unless otherwise specified, Seller's obligation is to deliver the goods to a carrier at the shipping point. Seller reserves the right to produce and ship all or any part of the goods specified in any order from any of its plants or facilities or those of its suppliers. Seller will use all reasonable efforts to comply with Buyer's requests as to method of transportation, but Seller reserves the right to use an alternate method of transportation whether or not at a higher cost to Buyer, if the method specified by Buyer is deemed by Seller to be unavailable or otherwise unsatisfactory. Title and risk of loss passes to the Buyer at the moment of Seller's delivery of the goods to the carrier. Although Seller may assist Buyer in connection with pursuing any claim for damages, Seller shall not thereby assume any obligations for such damage or continue to assist Buyer in the presentation of its claim to any carrier.

6. CLAIMS. Buyer must inspect or test all goods upon actual receipt. Buyer waives any right to assert any claim against Seller arising from any defects, damages or shortages which would have been observable upon reasonable inspection or testing at the time of delivery, unless Seller is advised of such defects, damages or shortages within thirty (30) days after receipt of the defective goods by Buyer, a period which the parties agree is reasonable for this purpose. All other claims under the Seller's warranty must be made within thirty (30) days of the discovery of the defect. Buyer must obtain shipping instructions from Seller prior to returning the goods to Seller for repair or replacement. Unless otherwise agreed, returned goods must be shipped freight prepaid or they will not be accepted by Seller.

7. PAYMENT. The terms of payment for each order shall be net cash within ten (10) days from date of invoice. If complete payment is not made when due, the unpaid balance shall bear interest at the rate of 1 1/2 % per month until paid.

8. CANCELLATIONS. Buyer may cancel an order prior to receipt only upon prior written notice by Buyer to Seller and upon payment to Seller of reasonable and proper cancellation charges which will, in accordance with good accounting practices, satisfy all costs incurred by Seller, together with its proportionate profit on such costs.

9. WARRANTY. Wright Line LLC ("Seller") warrants to the original purchaser ("Buyer") that its products are free from defects in materials and workmanship for the following warranty period applicable to the product (the "Applicable Warranty Period"): The Applicable Warranty Period for a product manufactured and sold by Seller under the Wright Line brand name shall be the period of time that the original purchaser owns the product. The Applicable Warranty Period for all other products, or components purchased by Wright Line and integrated into Wright Line manufactured products, sold by Seller, shall be the warranty as outlined in the original manufacturer's warranty. This warranty does not cover any damage to customer equipment that is caused by an AC power disturbance or any other causes unrelated to the quality and/or functionality of Seller's products. No claims under this warranty will be valid unless Buyer notifies Seller in writing within a reasonable time of its discovery of the defect, but in any event prior to the expiration of the Applicable Warranty Period for such product. This warranty does not cover ordinary maintenance, wear and tear within the normal consumable life of a product, abuse, improper use, alterations, repairs and installations which have not been performed by an authorized Seller's representative, and products which have not been maintained or operated in accordance with Seller's written instructions. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller will repair or replace, at its option, any products (or parts thereof) which are covered by this warranty and which are found to be defective. Seller may provide a substitute product of equal or higher value to resolve a warranty claim. No such repair, substitution or replacement will extend the Applicable Warranty Period. When a warranty claim arises, Buyer must contact Seller to arrange return shipment to Seller, with freight prepaid by Buyer. The risk of loss or damage to any products returned to Seller will be with Buyer. **THE REMEDY OF REPAIR OR REPLACEMENT PROVIDED FOR HEREIN IS BUYER'S EXCLUSIVE REMEDY IN**

THE EVENT OF BREACH OF THIS WARRANTY. IN ADDITION, SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR ANY LOSS, DAMAGE OR EXPENSE ARISING FROM THE SALE, USE OR INSTALLATION OF THE PRODUCTS OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, OR ON TORT, OR REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY SELLER OR ITS AGENTS OR REPRESENTATIVES CONCERNING THE SALE, USE OR INSTALLATION OF THE PRODUCTS.

10. LIMITATION OF LIABILITY. SELLER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR LABOR COSTS, ARISING FROM THE SALE, USE OR INSTALLATION OF THE PRODUCTS, FROM THE PRODUCTS BEING INCORPORATED INTO OR BECOMING A COMPONENT OF ANOTHER PRODUCT, FROM ANY BREACH OF THIS AGREEMENT OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, OR ON TORT OR OTHER THEORY OF LIABILITY, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY SELLER OR SELLER'S AGENTS OR REPRESENTATIVES CONCERNING THE SALE, USE OR INSTALLATION OF THE PRODUCTS.

11. PATENTS, TRADEMARKS AND COPYRIGHT INDEMNITY. If Buyer has not provided specifications, Seller shall indemnify Buyer from any and all damages and costs, including reasonable attorney's fees, for patent, trademark or trade name, or copyright infringement arising by reason of the sale or use of any goods sold to Buyer, provided that Seller is properly notified at the outset of any such claim or suit and Buyer offers Seller full and exclusive control of the defense of such suit when products of Seller only are involved therein, and the right to participate in the defense of such suit when products other than those of Seller are also involved therein. Buyer shall indemnify Seller against any and all damages or costs, including reasonable attorney's fees, for patent, trademark or trade name, or copyright infringement in any way rising out of the preparation or manufacture of any goods in accordance with Buyer's specifications.

12. EXCUSABLE DELAYS. Seller shall not be liable for delays or failure in performance of an order or default in delivery arising out of, or resulting from, causes beyond its control and without its fault or negligence. Such causes include, but are not limited to, acts of God, acts of Buyer or of the government, or of a public enemy, fire, flood, epidemic, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or default of suppliers due to any such causes.

13. ASSIGNMENT. Buyer shall not assign any order or any interest therein without the written consent of Seller. Any such actual or attempted assignment without Seller's prior written consent shall entitle Seller to cancel the order upon written notice to the Buyer.

14. ENGINEERING CHANGES. In the event Seller changes the design of any of the goods described on the order, either as to construction or materials used, but not as to function, Buyer agrees to accept such changed goods in fulfillment of the Sales Order.

15. VALIDITY OF SEPARATE CLAUSES. If any provisions of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not be affected or impaired thereby.

16. LIMITATION OF ACTIONS. Any cause of action arising from the agreement or the breach of it must be commenced within two years after the cause of action accrues.

17. GOVERNING LAW. The interpretation, construction and validity of the Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

18. PROVISIONS FOR INTERNATIONAL TRANSACTIONS. The following provisions apply to sales to customers located outside the United States: (a) the 1980 United Nations Conventions on Contracts for the International Sale of Goods shall not apply; (b) except as otherwise specified, terms of delivery are Ex-Works (within the meaning of INCOTERMS 1990) and all customs fees, import duties, cargo insurance, taxes and other charges imposed on or relating to the purchase or sale of the products shall be paid by Buyer in addition to the stated price; (c) except as otherwise specified, payment shall be made by issuance to Seller of an irrevocable letter of credit which (i) is issued and confirmed by a U.S. bank acceptable to Seller (ii) is governed by the Uniform Customs and Practice for Documentary Credits (ICC Publication No.500 effective January 1,1994) and otherwise acceptable in form and substance to Seller, and (iii) provides for payment to Seller of the full amount of the purchase price plus pre-paid freight in U.S. dollars upon presentation by Seller of sight drafts, Seller's invoice and such other documents as shall be required by the letter of credit. All banking and other charges for such letter of credit shall be for the account of Buyer; (d) prices include Seller's standard commercial export packaging which may vary depending on whether shipment is made by air, land or sea. Buyer will bear any additional expenses required to satisfy Buyer's specifications. Packages will be marked in accordance with Buyer's instructions, if any. Seller shall furnish packing lists and such other information as may be necessary to enable Buyer's agent to prepare documents required for export shipment. Buyer shall supply Seller with all necessary information and assistance for the most expeditious clearance of such shipment through customs; (e) all shipments hereunder are subject to compliance with U.S. Export Administration Act as amended, regulations thereunder and all other U.S. laws and regulations concerning exports. Buyer agrees to comply with all such laws and regulations concerning the use, disposition, re-export and sale of the products provided hereunder.