

California Proposition 65  
General Compliance Statement

February 19, 2025

Dear Valued Customer,

We would like to provide you some background and details regarding the nature of our warning label obligations under California's Proposition 65.

In 2000 and 2001, lawsuits alleging violations of Proposition 65 were filed against a number of companies that manufactured and sold jacketed wire and cable products and/or products incorporating jacketed wire and cable. See *Mateel Environmental Justice Foundation v. Sprint Communications et al.* and *Mateel Environmental Justice Foundation v. Belkin Components et al.*, San Francisco Superior Court Cases Nos. 312962 and 320342. In 2002, the parties negotiated a Consent Judgment to settle this litigation. Cerrowire is one of the companies covered by the Consent Judgment.

For companies covered by it, the Consent Judgment resolves all past liability for claims under Proposition 65 and certain other provisions of California law relating to exposures to the chemicals specified in the Consent Judgment contained in jacketed wire and cable. Future liability is settled, provided the companies comply with the terms of the Consent Judgment. In other words, a company's compliance with the Consent Judgment is deemed to be full and complete compliance with Proposition 65 with respect to the provision of warnings for chemicals contained in or otherwise associated with the use of the products covered by the agreement. See also 27 CCR § 25600(e), providing: "A person that is a party to a court-ordered settlement or final judgment establishing a warning method or content is deemed to be providing a 'clear and reasonable' warning for that exposure for purposes of this article, if the warning complies with the order or judgment."

The Consent Judgment covers products that are themselves, or that incorporate, utilize, or have appended to them, "thermoset/thermoplastic-coated wires, cables, and/or cords/cord sets, including PVC-coated wires, cords/cord sets, plugs and connectors, and both SPT and HPN cords/cord sets" ("Cords"), and that are manufactured, distributed, marketed, or sold by the companies subject to the Consent Judgment ("Covered Products").

Section 7 of the Consent Judgment describes if and when a warning must be given with respect to these Covered Products as well as provides content and methods for such warnings. Covered Products require a warning label as provided by the Consent Judgment unless they are exempted under the Consent Judgment. Two of the several categories of Covered Products which are exempted—and therefore do not require a warning label—are the following:

- Products in which the surface contact layer of the Cords that are sold as a part of or in association with the product does not have any lead as an intentionally added constituent and does not have a lead content by weight of more than 0.03% (300 ppm).
- Products which because of their size, weight, or function have Cords that are handled only infrequently such as upon their installation in a setting where they are not typically plugged and unplugged. ("Infrequently Handled Products").



Note that Infrequently Handled Products do not require a warning label under the Consent Judgment even if the surface contact layer of the associated wire/cable may contain more than 300 ppm of lead by weight or other substances listed in the Consent Judgment. This is because, due to their size, weight, or function, they are not touched often and therefore pose a lower risk of exposure to any relevant chemicals.

An Infrequently Handled Products list (Exhibit F to the Consent Judgment), which contains over 200 Covered Products/Product types that are deemed to be Infrequently Handled Products, was developed to assist in implementation of the Consent Judgment. This list, along with a “Non-Exempt Products List” containing Covered Products which are deemed not to be Infrequently Handled Products, also provides guidance for determining whether other Covered Products may meet the Infrequently Handled Products criteria; it also may be supplemented or clarified in the future in the manner provided in Section 8 of the Consent Judgment. The list includes types of Cords sold on bulk reels as well as appliances and electronics products to which Cords are attached.

Some examples of Infrequently Handled Cords/Products exempt from labeling are:

- Building wire (installed)
- Circuit cable
- Fire alarm cable
- Power/control/instrumentation tray cable (except for non-permanently-installed public address systems)
- Riser/Plenum cable (designed for permanent/long-term installation)
- Speaker wire (designed for permanent/long-term installation)
- Thermostat cable
- Underground low-energy cable (consumer uses)
- Hook-up wire (intended for permanent/long-term installation)

Nearly all of Cerrowire’s currently offered products are covered by and exempted from Proposition 65’s warning requirements under the terms of the Consent Judgment and therefore are not required to carry warning labels. For any products offered by Cerrowire which fall outside the scope of the Consent Judgment or are not exempted under the terms of the Consent Judgment, Cerrowire will provide any warnings required by the terms of the Consent Judgment or otherwise specified in the Proposition 65 regulations, as applicable.

**NOTE:** The information contained in this general compliance statement regarding Proposition 65 is for informational purposes only and is not intended as legal advice. You should not rely on anything in this letter for regulatory or legal purposes and should consult an attorney if you have questions about the applicability of Proposition 65 or compliance with the law’s requirements.

If you have any questions about this matter, please contact me by phone at 256-773-2522 or by email at [kdalrymple@cerrowire.com](mailto:kdalrymple@cerrowire.com).

Regards,



Kevin L. Dalrymple  
Director of Quality