

## WARRANTY TERMS AND CONDITIONS

**Purpose:** As further described below, Superior Essex and Leviton ("Supplier") warrant to the customer ("Buyer") that NextLAN CAT 5e, CAT 5e ScTP, CAT6, CAT6A, CAT6A STP, and Fiber Optic certified network installations will exceed the defined TIA 568 series industry specifications in force at the time of product purchase. Furthermore, the products that comprise the certified NextLAN Cabling System will meet or exceed the applicable NextLAN performance specifications in effect at the time of manufacture.

**Scope:** This warranty covers the copper and fiber optic permanent links of the network (as defined by TIA/EIA 568-B.1 for CAT 5e, TIA/EIA 568-B.2-1 for CAT 6, TIA/EIA 568-B.2-10 for CAT6a, TIA/EIA 568-B.3 for Optical Fiber Cabling and Components): which includes the cable and connecting hardware. This warranty will be extended to include the entire channel provided that the applicable Leviton patch cords and Leviton equipment cords are utilized, and all products are installed within areas protected from outside elements. Supplier will honor claims on this warranty for Life (which is defined as the usable life of the building and is referred to as the "Warranty Period"). If system performance or material fails to meet the appropriate industry specification, the owner must notify Supplier, in writing, within ten 10 days of defect discovery date. If a warranty claim is determined by Supplier in its sole discretion to be valid, Supplier will, at its option, replace or repair the defective components of the permanent link. Supplier may reimburse the claimant for necessary and reasonable labor costs, provided prior approval is obtained from Supplier. The liability of Supplier for the above remedies shall not exceed \$300 per each network permanent link or end-user drop. The electrical and optical performance provided by the combination of the different components of the permanent link will be certified by Supplier to meet the applicable NextLAN performance specifications in effect at the time of manufacture as long as each condition listed below is met:

1. The network cabling infrastructure must be designed in accordance with TIA 568 Series Standards, and installed by Leviton Certified or Supplier approved designers and installers. Supplier is not liable for design errors or improper construction.

2. Each permanent link or channel in the network must be field tested in accordance with the TIA 568 series industry standard in force at the time of purchase AND the installed permanent links and channels must have passed all applicable TIA and NextLAN performance requirements. Minimum testing for copper systems includes Wire Map, Length, Attenuation, Near End Crosstalk, Far End Crosstalk, Return Loss, PS NEXT, ELFEXT, and PS ELFEXT. Minimum testing for Fiber Optic links includes Dual Wavelength Insertion Loss and Length.

3. Appropriate Warranty Application form must be properly completed and submitted to Supplier prior to

initiating the installation. The Warranty Submittal Form must be submitted within 10 days of installation completion. Copies of all certification test reports must be submitted as part of the Warranty Submittal Form, and be kept on file by the registrant to be re-submitted when requested by Supplier. Data must be saved in raw data and summary formats. Submitting the data via online upload, e-mail or on disc are the preferred methods for providing test data.

4. This Lifetime warranty will be void unless the system is maintained in accordance with industry standards and no changes are made after warranty issuance and acceptance date, unless Supplier grants written consent.

A claim will be reviewed and held as valid only if all of the following are satisfied:

- 1.) Reported within ten (10) days of date of defect discovery,
- 2.) ALL installation records are provided (original network installation design prints, test results, warranty submittal form)
- 3.) Copies of all original receipts for materials and labor from the date of initial installation
- 4.) Supplier has full and open access to inspect and evaluate the installation site.

Supplier warrants to Buyer that at the time of delivery the goods sold hereunder will be free from defects in design, material, and manufacture and will conform substantially to the Supplier's applicable specifications as stated herein. Supplier's liability and Buyer's remedy under this warranty are strictly limited to the repair or replacement specified above.

**Administration:** Warranty application information can be obtained by contacting the Contractor Programs Administrator at 800-922-6229, or by e-mailing your request to [contractorprograms@leviton.com](mailto:contractorprograms@leviton.com)

### **Exclusive Warranties and Remedies.**

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (a) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF THE CONDUCT OR THE PARTIES, AND (b) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR SUPPLIER'S NEGLIGENCE, ACTUAL OR IMPUTED.

The remedies of the Buyer for breach of any warranty arising hereby, expressed or implied, or by operation of law, or for breach of any duty of Supplier, expressed or implied or arising out of any conduct of the parties, shall be strictly limited to those provided herein to the exclusion of any and all other remedies including, without limitation, claims for incidental or consequential damages. No agreement varying or extending the foregoing warranties, remedies or these limitations will be binding upon Supplier unless in writing, signed by a duly authorized executive officer of Supplier.

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