

## **WARRANTY STATEMENT**

Subject to the limitations and conditions set forth herein, LS Cable America, Inc. warrants to the end-user that the UTP/Fiber Optic Cable installed at the Installation Site:

- 1) Will be free from defects in materials and workmanship;
- 2) Will conform to TIA/EIA-568-A, TIA/EIA TSB-67 and ISO/IEC 11801 specifications in force at the time of installation and will comply with design and performance requirements for recognized cabling media installed in the Structured Cabling Link/Channel; and
- 3) Will support ANY CURRENT OR FUTURE APPLICATION which is designed for transmission over a Structured Cabling Link/Channel as defined by the above referenced standards.

**DURATION OF THE LS Cable America, Inc. WARRANTY IS TWENTY-FIVE (25) YEARS FROM THE DATE OF INSTALLATION REGISTRATION. ANY WARRANTY REPAIRS, REPLACEMENTS, MOVES, ADDITIONS OR CHANGES SHALL BE WARRANTED FOR THE BALANCE OF THIS WARRANTY PERIOD.**

## **WARRANTY CONDITIONS**

For this warranty to be valid:

- 1) The System must be registered with LS Cable America, Inc. prior to installation;
- 2) The System must have been installed in accordance with the manufacturer's installation specifications and the requirements of the above mentioned technical standards; provided such installation took place within 6 months of manufacture of the System components, those components having never been used before;
- 3) All installation records must be updated to reflect any maintenance, movements, additions or changes, etc. LS Cable America, Inc. will not be responsible for moves, additions or changes performed by parties other than the original contractor/installer; and
- 4) Any warranty claim must be made to the local LS Cable America Inc. Representative or the original contractor/installer, within 5 days of discovery of the alleged defect in the System products.

In the event of a warranty claim:

- 1) Proper System design, installation, uses and maintenance must be demonstrated to LS Cable America Inc.;
- 2) System documentation and maintenance records, all of which are the responsibility of the end-user, must be made available by end-user to LS Cable America, Inc. upon request; and
- 3) The end-user shall provide free access to the System to both the original Contractor/Installer and LS Cable America, Inc.

## **LS Cable America, Inc. will**

For valid warranty claims, LS Cable America, Inc. will, at its option, replace or repair or provide credit for any qualified product found to be non-compliant and cover reasonable cost of labor to effect necessary work.

## **WARRANTY EXCLUSIONS**

This warranty does not cover:

- 1) The installation or maintenance of any other non-performing portions of the end-user's System;
- 2) Products not specifically designated by LS Cable America, Inc. as being eligible for System Link/Channel Warranty coverage;
- 3) Products not supplied directly by LS Cable America, Inc. or through channels approved by LS Cable America, Inc.;

- 4) Products used in the Structured Cabling Link/Channel, which were falsely represented to LS Cable America, Inc.;
- 5) Defects resulting from moves, additions and changes by parties other than the original Contractor/Installer; and
- 6) Defects resulting from a non-compliant or improper System design, installation, use, repair, or any System alterations, misuse, neglect, accidents or abuse.

## **WARRANTY LIMITATIONS**

**THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER MATTER. THE REMEDIES PROVIDED FOR IN THE PRECEDING PARAGRAPHS SHALL CONSTITUTE THE SOLE RECOURSE OF END-USER AGAINST LS Cable America, Inc. FOR BREACH OF ANY OBLIGATIONS TO END-USER, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, FRAUD, MISREPRESENTATION, OR OTHERWISE. IN NO EVENT SHALL LS Cable America, Inc. BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE), INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ECONOMIC DAMAGE ARISING OUT OF THE FAILURE OF A SYSTEM. NOR SHALL THE LIABILITY OF LS Cable America, Inc. FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS WARRANTY OR THE MANUFACTURE, SALE, DELIVERY, INSTALLATION OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCTS AND THE INSTALLATION.**

**CLAIM PROCEDURE**

- 1) Before making a claim under this warranty and for a claim under this warranty to be valid, the end-user must first resolve all connectivity hardware and non-cable related causes.
- 2) Warranty claims shall initially be made to the original Contractor/Installer, or the local LS Cable America, Inc. representative.
- 3) Cable repair and replacement due to failure will be performed only after LS Cable America, Inc. has reviewed and verified the System prior to the removal, replacement or repair of the defective Cable products.
- 4) Any disputes under this warranty shall be subject to and shall be governed by the laws of New Jersey (other than its rules regarding choice of law). Any disputes relating thereto are subject to the jurisdiction of the courts of the Commonwealth of New Jersey and the federal courts therein, regardless of the location of any installation, which may be the subject of a dispute.