

HUBBELL PREMISE WIRING
LINK/CHANNEL * WARRANTY AND SYSTEM PERFORMANCE WARRANTY PROGRAM

Hubbell Premise Wiring ("HPW"), a division of Hubbell Incorporated (Delaware), and its Wire and Cable Partner warrant solely to _____ ("Customer") that the structured cabling system links/channels installed on _____ at _____ consisting of HPW's new connecting hardware products and Wire and Cable Partner's new cable products installed as part of an HPW structured cabling system at such site ("Structured Cabling System") (1) are free from defects in materials and workmanship (2) will meet the applicable ANSI/TIA/EIA and ISO/IEC link/channel transmission requirements in effect at the time of the installation and (3) will support any current or future application ratified by IEEE, ANSI, or ISO, designed to operate over the applicable ANSI/TIA/EIA-568-B, ISO/IEC 11801, Category 5 (Class D) link/channel, or link/channel compliant to the Category 5e, Category 6 (Class E), Category 6A (Class E_A) and/or optical fiber draft or standard in effect at the time of the installation. The duration of this warranty is for a period of twenty-five (25) years from date of the registered installation, and no claim may be made under this warranty after the expiration of such period. The Hubbell Premise Wiring Mission Critical Warranty and System Performance Warranty Program Customer Agreement ("Customer Agreement") signed in connection with this warranty will note whether this warranty is a link or a channel warranty, and whether Category 5, Category 5e, Category 6, or Category 6A is applicable.

For this warranty to be valid, the Structured Cabling System must be installed by a HPW Certified Installer and designed, installed, documented, registered and tested in accordance with ANSI/TIA/EIA-568-B, '569-A, and '606-A, ISO/IEC 11801 standards documents, Wire and Cable Partner's recommended guidelines, and HPW's training manual. This warranty covers the Structured Cabling System including work area outlets, horizontal cable, the connecting hardware in the horizontal cross-connect, the equipment cord at the work area, and the patch cord in the horizontal cross-connect. It specifically excludes any active network equipment, public network interfaces, terminal equipment and installation labor. Neither HPW nor Wire and Cable Partner will be responsible for defects or non-compliance resulting from non-compliant or improper system construction or installation. For this warranty to be valid, all other terms and conditions of HPW's Certification program requirements, including without limitation those set out in the Customer Agreement, must be met.

Customer must send written notice of any claim under this warranty to the Certified Installer immediately after discovery of failure, detailing the extent of the problem. In the event of a claim that is determined by HPW and Wire and Cable Partner to be within the scope and coverage of this warranty and to have been caused by non-conforming HPW products, HPW's sole responsibility under this warranty (and Customer's sole and exclusive remedy) shall be to repair or replace the non-conforming part or component, the choice of which shall be at HPW's sole option, or a refund or credit may be made as provided in the paragraph below. In the event of a claim that is determined by HPW and Wire and Cable Partner to be within the scope and coverage of this warranty and to have been caused by non-conforming Wire and Cable Partner products, Wire and Cable Partner's sole responsibility under this warranty (and Customer's sole and exclusive remedy) shall be to repair or replace the non-conforming part or component, the choice of which shall be at Wire and Cable Partner's sole option, or a refund or credit may be made as provided in the paragraph below. This warranty covers the reasonable cost of labor to remedy a warranty claim if the installer and the amount to be incurred are pre-approved by HPW and Wire and Cable Partner in advance, but does not cover the cost of any products or associated labor not sold or provided by HPW or Wire and Cable Partner. Any such repair or replacement will be warranted for either (a) ninety days, or (b) the remainder of the original 25-year warranty period, whichever is longer. HPW will not in any way be responsible for any of Wire and Cable Partner's products, and Wire and Cable Partner will not in any way be responsible for any or HPW's products.

In those situations where the Structured Cabling System cannot be repaired to operate as originally intended in HPW's and Wire and Cable Partner's judgment, HPW or Wire and Cable Partner, as the case may be, will refund or credit the customer for a prorated portion of the price paid by the customer for the non-conforming products in the Structured Cabling System for the balance of the warranty period calculated from the date of the failure. In no event shall HPW's and/or Wire and Cable Partner's total liability exceed the purchase price paid to HPW for components, and approved Wire and Cable Partner's purchase price, and the reasonable labor costs to install the Structured Cabling System.

This warranty shall not apply if the Structured Cabling System has been (a) subject to abuse, neglect, accident or misuse, modification, uses other than ordinary use, or any other cause beyond HPW's and Wire and Cable Partner's control; (b) installed other than by a Certified Installer in good standing at the time of installation; (c) repaired, altered, or rewired other than by Certified Installer personnel or (d) improperly constructed or installed (including without limitation contrary to the standards referenced in the first paragraph above as in effect at the time of installation). This warranty will automatically terminate and be null and void upon removal of the Structured Cabling System from the site of the original installation. This warranty is also subject to the requirements and limitations of the Customer Agreement. Further, moves, adds, or changes to the Structured Cabling System after original, approved installation has been completed must be registered with HPW and are subject to the terms and conditions of the Customer Agreement. Unregistered moves, adds, or changes ("MAC's") to the Structured Cabling System shall void the warranty for that portion of the Structured Cabling System that has been altered and any other portion indirectly impacted by such MAC's.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL HPW OR WIRE AND CABLE PARTNER BE LIABLE, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER BASIS, FOR ANY DAMAGES SUSTAINED BY CUSTOMER OR ANY OTHER PERSON ARISING FROM OR RELATED TO LOSS OF PROFITS, DATA, TIME, USE, REVENUES OR THE LIKE OR FAILURE OR INTERRUPTION IN THE OPERATION OF ANY PRODUCT, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OR LIABILITIES, NOR SHALL HPW'S OR WIRE AND CABLE PARTNER'S TOTAL LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS WARRANTY OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS COVERED BY THIS WARRANTY EXCEED THE PURCHASE PRICE OF SUCH PRODUCTS WHICH ARE MADE BY SUCH ENTITY PLUS THE REASONABLE LABOR COSTS TO ORIGINALLY INSTALL THE STRUCTURED CABLING SYSTEM. THE FORGOING SHALL SURVIVE THE FAILURE OF AN EXCLUSIVE REMEDY.

*** Link Warranty – Hubbell Premise Wiring will provide system performance warranty provided the customer purchases and installs Hubbell Premise Wiring patch cords. If patch cords from any other manufacturer other than Hubbell Premise Wiring are installed, the application assurance warranty is void.**