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PRODUCT WARRANTY WITH 25-YEAR CERTIFIED INSTALLATION

The Basic Product Warranty provides that copper, fiber, A/V connectivity and assemblies by Ortronics and Quiktron are covered for a Limited Lifetime against defective materials or workmanship from the date of purchase for the extended life of the building which shall not exceed forty years from the time of installation (the "Limited Lifetime Warranty Period").

The Basic Product Warranty also provides that all other passive structured cabling products by Ortronics and Quiktron will be covered for a period of up to 5-Years against defective materials or workmanship from the date of purchase and up to 1-Year of coverage for active products.

In addition to the Basic Product Warranty, the 25-Year Certified Installation provides that Ortronics-approved cable manufacturers' products used in the Horizontal and Backbone cabling system will be free from material defects and workmanship defects (of the product) for up to 25 years when installed by an Ortronics Certified Contractor at the Certified Installer (CI), Certified Installer Plus (CIP) or Certified Installer Plus-Enterprise Solutions Partner (CIP-ESP) tier (collectively referred to hereafter as "Certified Contractor".) and approved by Ortronics. Ortronics Certified Contractor warrants to the end user that their installation practices and workmanship will adhere to all Standards, or they (the Ortronics Certified Contractor) will fix or repair any installation faults at their cost. The warranty period shall be shown on the front of the Product Warranty Certificate.

Should a defect or problem occur with any Ortronics Product or Ortronics-approved manufacturers' Products used in the Horizontal or Backbone cabling system within the 25-Year Certified Installation warranty period, the item(s) will be replaced by the Ortronics Certified Contractor with labor costs being paid by Ortronics (labor-rate must be preapproved by Ortronics) for the replacement or repair of only the defective Product(s) covered under this warranty program.

WARRANTY CONDITIONS

For this warranty to be valid:

- 1) The System components must have never been used before;
- 2) The System must have been installed by a Certified Contractor authorized by Ortronics in accordance with the Ortronics' installation specifications, the requirements of the above mentioned technical standards, and the terms and conditions specified in the Ortronics Certification Program Agreement.
- 3) All installation records must be updated to reflect any maintenance, movements, additions or changes, etc. Ortronics will not be responsible for moves, additions or changes performed by parties other than the original Certified Contractor;
- 4) All warranty claims must be made to the original Certified Contractor or the local Manufacturer representative, 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, use and maintenance of the Products and System must be demonstrated to Ortronics;
- 2) System documentation and maintenance records must be made available upon request; and
- 3) The end user shall provide free access to the System to both the original Certified Contractor and Ortronics.

WARRANTY EXCLUSIONS

This warranty does not cover:

- 1) Products not specifically designated as being eligible for Warranty coverage when installed in the Structured Cabling Link/Channel or Backbone;
- 2) Products not supplied directly by Ortronics or through channels approved by Ortronics;
- 3) Products used in the Structured Cabling Link/Channel or Backbone, which were falsely represented as being in compliance with the Product, System Link/Channel or Backbone Warranty registration requirements and procedures;
- 4) Defects resulting from non-warranted work areas, patching or equipment cords, or from moves, additions and changes by parties other than the original Certified Contractor; and
- 5) Defects resulting from a noncompliant or improper System design, installation, use, repair, or any System alterations, misuse, neglect, accident 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 Ortronics 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 Ortronics 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 Ortronics 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 non-connectivity hardware and non-cable related causes.
- 2) Warranty claims shall initially be made to the original Certified Contractor, or the local Ortronics representative.
- 3) Cabling System repair and replacement due to component failure will be performed only after Ortronics has reviewed and verified the System prior to the removal, replacement or repair of the defective System Products.
- 4) Any disputes under this warranty shall be subject to and shall be governed by the laws of Connecticut (other than its rules regarding choice of law). Any disputes relating thereto are subject to the jurisdiction of the courts of the State of Connecticut and the federal courts therein, regardless of the location of any installation, which may be subject of a dispute.

WARRANTY REMEDY

Ortronics will utilize static and dynamic testing and verification equipment of its option to validate warranty claims. End user may be subject to expenses associated with invalid warranty claims. For valid warranty claims, Ortronics will, at its option: use a Certified Contractor of its choosing; replace or repair any qualified Product found to be noncompliant, and cover reasonable cost of labor to effect necessary work.