



TWENTY FIVE YEAR PERFORMANCE WARRANTY

Purchaser has purchased from Southwire a cabling system consisting of certain items covered by this long-term warranty. Subject to the terms and conditions herein, Southwire provides to the Purchaser of Southwire cabling products, sold as part of Hellerman Tyton, Hubbell, Leviton, Panduit, Ortronics, and Systimax network cabling systems, the warranties contained in this document.

In order for these warranties to remain valid and in full force, the Southwire Products must be registered at the time of sale with Southwire, installed by a Southwire certified installer and used with an approved connective hardware, such as the above mentioned hardware Manufacturers.

Products Covered

Products covered under this warranty are the passive products that comprise the cabling systems that are incorporated into the network cabling systems. These products will include data category 5e and 6 product sets along with high pair count product offerings.

Specifically excluded from coverage under this warranty are products not included in the Southwire cable system, such as cable trays, pathways, ties, Velcro straps, hangers. In addition, active devices included in the cabling system, are explicitly excluded from warranty coverage hereunder.

Warranty Coverage

1. The passive products that comprise the registered cabling systems will be free from defects in materials and workmanship, subject to proper storage, handling and use by Purchaser or its agents in accordance with manufacturer's specifications.
2. The passive cabling products of the permanent link, which include cable, both shielded and unshielded, and connecting hardware, will meet or exceed TIA/EIA 568-B Commercial Building Telecommunication Standards (TIA/EIA 568-B.1 for Category 5e, TIA/EIA 568 B.2-1 for Category 6 or TIA/EIA 568-B.2-10 for Augmented Category 6). This warranty may be applied to the channel link provided that only pre-authorized and pre-approved component compliant patch cords are utilized.
3. The passive products that comprise the fiber optic cable system will meet or exceed the component and transmission requirements for TIA/EIA 568-B.3.
4. All Southwire Products to be covered by this warranty and all links using such Southwire Products, must be tested upon installation and such tests must produce satisfactory results. Documentation of all test results must be received by Southwire prior to warranty coverage.

Warranty Duration

Each Southwire Product will be free from defects in material and workmanship for the warranty period, which shall begin at time of purchase by the Purchaser and shall terminate upon the earlier to occur of (i) the commercially reasonable useful life of each of the Southwire Product, provided that the warranty covers the original site of installation (the "Original Location") only and the original site remains occupied by the Purchaser, or (ii) twenty-five (25) years. This warranty shall not be transferable to either a new location or a party other than the Purchaser.

Terms and Scope of Warranty

- This warranty shall not apply to defects arising or resulting from or caused by: (a) improper installation or installation not performed by a specially certified installer, (b) accident, abuse, improper use of Southwire Product, neglect (including improper storage or handling by a party other than Southwire), vandalism, or act(s) of God, or (c) any repair, alteration or modification to the design or use of the Southwire Product.
- As a condition of its rights hereunder, Purchaser shall use only certified cable installers approved, in advance and in writing, by Southwire for the original installation and any subsequent re-termination and/or relocation of the Southwire Product. If Purchaser intends to move Southwire Products to a site that is not the Original Location, Purchaser shall provide advanced written notice to Southwire of its intention to re- terminate or relocate the Southwire Products. Failure to provide such notice shall render the warranty null and void.
- All claims must be made, in writing, to Southwire within 10 days of identification of any alleged defect.
- Maintenance of proper documentation of the cable system utilizing the Southwire Products, as set forth in project cabling specification, shall be the responsibility of the Purchaser. Such documentation shall be available, upon request, to the Southwire certified installer and Southwire.
- The project for which the warranty is sought must be registered with Southwire prior to the beginning of the project.
- Reasonable access to the cable system incorporating the Southwire Products shall be allowed to Southwire personnel by the Purchaser.

Remedy

In the event of a non-compliant product, SOUTHWIRE will, in its sole discretion, either choose a Southwire certified contractor to replace or repair the non-compliant product, or will credit to the Purchaser's account the price paid for such product. This remedy shall constitute Southwire's complete obligation and Purchaser's sole recourse for non-compliant products.

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 SOUTHWIRE AND SOUTHWIRE INSTALLER 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 SOUTHWIRE OR ITS PARTNER 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 SOUTHWIRE AND PARTNER 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

- As a further condition of its rights hereunder, Purchaser shall inspect the cable and connecting hardware upon receipt. Upon discovery at any time within the Warranty Period of an alleged defect covered by this warranty, Purchaser shall provide SOUTHWIRE with prompt and written notice of the same. Such notice must be received before the expiration of the Warranty Period. Purchaser shall also allow SOUTHWIRE to obtain and archive wire maps, investigate all installations and subsequent uses of the cable system, and investigate all claims of defective product to determine the extent, cause and/or origin of alleged defects.
- All warranty claims shall be made to the SOUTHWIRE certified installer prior to notifying SOUTHWIRE.
- Any disputes under this warranty shall be subject to and shall be governed by the laws of the state of Georgia, regardless of the location of any installation.