

SYSTIMAX[®]

SOLUTIONS

SYSTIMAX Structured Connectivity Solutions 20-Year Extended Product Warranty and Application Assurance

SYSTIMAX Solutions™¹ proudly offers the following limited 20-Year Extended Product Warranty and Application Assurance. This warranty applies exclusively to SYSTIMAX Structured Connectivity Solutions that are comprised only of SYSTIMAX Solutions certified end-to-end channel of products purchased from and installed by an authorized SYSTIMAX BusinessPartner², used at the original site of installation, and registered with SYSTIMAX Solutions as evidenced by a numbered registration certificate issued by SYSTIMAX Solutions (such registered SYSTIMAX Structured Connectivity Solutions are hereinafter referred to as "Registered SYSTIMAX SCS"). SYSTIMAX Solutions offers to the customer of Registered SYSTIMAX SCS the following 20-Year Extended Product Warranty and Application Assurance.

What Is Covered?

The Extended Product Warranty:

The Extended Product Warranty covers all passive Registered SYSTIMAX SCS components (i.e., cable and connectivity components that make up the passive data and telecommunications signal transmission infrastructure). "Passive Components" are defined as SYSTIMAX SCS components that exhibit no gain or contribute no energy. SYSTIMAX Solutions warrants, from the original installation completion date, provided a registration certificate is issued by SYSTIMAX Solutions to the customer, the following:

1. that the Passive Components of Registered SYSTIMAX SCS will be free from manufacturing defects in material and workmanship under normal and proper use;
2. that all SYSTIMAX Solutions Passive Components in the Registered SYSTIMAX SCS meet or exceed the relevant component specification of the TIA 568-B series and ISO/IEC 11801:2002 standards;
3. that the Registered SYSTIMAX SCS compliant PowerSUM, GigaSPEED[®] X10D, GigaSPEED[®] XL7, GigaSPEED[®] XL8, OptiSPEED[®], LazaSPEED[®], and/or TeraSPEED[™] links/channels will meet or exceed the applicable requirements of the TIA 568-B series, and ISO/IEC 11801:2002 standards for cabling links/channel configurations specified in these standards;
4. that the Registered SYSTIMAX SCS compliant PowerSUM, GigaSPEED X10D, GigaSPEED XL7, or GigaSPEED XL8 channels will additionally meet or exceed the Guaranteed Channel Performance in the SYSTIMAX SCS Performance Specifications Addendum in effect at the time of installation.

The Application Assurance

The Application Assurance covers the Registered SYSTIMAX SCS compliant PowerSUM, GigaSPEED X10D, GigaSPEED XL7, GigaSPEED XL8, OptiSPEED, LazaSPEED, and/or TeraSPEED to support operations of the application(s) that the system was designed to support, as well as additional application(s) defined below. SYSTIMAX Solutions warrants that the Registered SYSTIMAX SCS will be free from defects that prevent operation of the specific application(s) for which the Registered SYSTIMAX SCS was initially designed as long as the design is in compliance with the SYSTIMAX SCS Performance Specifications for said applications and is in compliance with all other terms and conditions of this warranty.

The Application Assurance also covers the following additional applications:

1. those as specified in the current (at the time of installation) SYSTIMAX SCS Performance Specifications and Addendums; and
2. in accordance with application standards specifications, any application introduced in the future by recognized standards or user forums that use the relevant TIA/EIA 568-B series or ISO/IEC 11801 2nd edition (September 2002) components and link/channel specifications for cabling, to the extent that such applications are defined to operate over the guaranteed channel performance and/or the installed channel topologies.

For How Long?

For twenty years from the date of issuance of the registration certificate or installation, whichever is earlier. Moves, additions, or changes are covered by the original registration certificate if performed by a SYSTIMAX BusinessPartner in compliance with the SYSTIMAX SCS design, installation and registration requirements. Administration of SYSTIMAX SCS cords by the end user is covered by the original registration certificate if performed in compliance with SYSTIMAX SCS guidelines.

What SYSTIMAX Solutions Will Do

Under the Extended Product Warranty, SYSTIMAX Solutions at its sole discretion will (or will authorize a SYSTIMAX BusinessPartner to) either repair or replace the defective Registered SYSTIMAX SCS product at SYSTIMAX Solutions's cost. SYSTIMAX Solutions will pay a SYSTIMAX BusinessPartner for the cost of labor to repair or replace any such defective product on behalf of SYSTIMAX Solutions, provided, that such repair or replacement and associated labor costs receive the prior written approval of SYSTIMAX Solutions. If SYSTIMAX Solutions chooses to repair products, SYSTIMAX Solutions may use new or reconditioned replacement parts. If SYSTIMAX Solutions chooses to replace products, SYSTIMAX Solutions may replace such products with new or reconditioned products of the same or similar design. Any such repair or replacement will be warranted for either (a) 90 days or (b) the remainder of the original twenty-year warranty period, whichever is longer. SYSTIMAX Solutions shall be entitled to retain such products which have been replaced.

Under the Application Assurance, after the end customer has investigated all potential causes of an application failure that are not SYSTIMAX SCS related and has determined that none of these potential causes was responsible for the application failure, the end customer must then notify the original installer (a SYSTIMAX BusinessPartner) for action. If the SYSTIMAX BusinessPartner is unable to resolve any SYSTIMAX Solutions failure that caused an application failure, then the SYSTIMAX BusinessPartner will notify SYSTIMAX Solutions for investigation and resolution.

Who Is Covered?

This warranty is for the sole benefit of the person or entity to whom the SYSTIMAX Solutions's registration certificate is issued and any legal successor in interest to the site in which such Registered SYSTIMAX SCS was originally installed.

Disclaimer; Limitations; Exclusive Remedies

THIS IS THE ONLY WARRANTY ON REGISTERED SYSTIMAX SCS AND IT SETS FORTH ALL OF SYSTIMAX SOLUTIONS'S RESPONSIBILITIES REGARDING REGISTERED SYSTIMAX SCS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, SYSTIMAX SOLUTIONS AND ITS AFFILIATES, SUPPLIERS, AND AUTHORIZED BUSINESSPARTNERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE AND SPECIFICALLY EXCLUDES ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, STATEMENTS, TERMS, AND PROVISIONS, EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, TO THE GREATEST EXTENT PERMITTED BY LAW. SYSTIMAX SOLUTIONS WILL NOT PAY FOR LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE SYSTIMAX SOLUTIONS PRODUCT, OR PROPERTY DAMAGE CAUSED BY THE SYSTIMAX SOLUTIONS PRODUCT OR ITS FAILURE TO WORK, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW IN NO EVENT SHALL SYSTIMAX SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF DATA, OR LOSS OF PROFITS. REPAIR OR REPLACEMENT OF THE SYSTIMAX SOLUTIONS PRODUCT BY A SYSTIMAX BUSINESSPARTNER OR SYSTIMAX SOLUTIONS IS YOUR EXCLUSIVE REMEDY.

What This Warranty Does Not Cover

The warranty does not cover any defects in the design, installation of the cabling, or connectivity systems, which results from failure to comply with SYSTIMAX Solutions design guidelines and/or is caused by anything outside of the scope of SYSTIMAX Solutions's control. Except as explicitly provided otherwise in this warranty, SYSTIMAX Solutions shall not be responsible hereunder for either the de-installation, removal and/or disposal of defective products, or the installation of repaired or replacement products. Furthermore, in no event shall SYSTIMAX Solutions be responsible for the alteration, removal, replacement, repair, or relocation of SYSTIMAX SCS items not purchased from a SYSTIMAX BusinessPartner, nor any non-SYSTIMAX SCS items. This warranty does not cover defects resulting from (without limitation) any of the following events or causes: accidents, improper installation, mishandling, misuse, damage while in transit, unauthorized alteration, unauthorized repair, failure to follow instructions, misuse, fire, flood, acts of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, counterfeit, civil disturbances, acts of civil or military authority, acts of terrorism, or events outside SYSTIMAX Solutions's control. This warranty shall be automatically terminated and null and void upon alteration of or removal of the cabling system from the site of original installation.

This warranty gives you specific legal rights. To the fullest extent, this warranty shall be governed by the laws of Singapore. The Parties hereby submit to the jurisdiction of the Singapore Courts. The Parties hereto acknowledge that in order to receive the extended warranty, to the extent required by SYSTIMAX Solutions, any dispute must be governed by the laws of Singapore. If any portion of this warranty is not enforceable, or invalid, that provision shall be enforced to the maximum extent permissible so as to effect the intent of SYSTIMAX Solutions's intent, then such specific language shall be modified to meet local legal requirements consistent with SYSTIMAX Solutions's intent. No third party who is not a party to this warranty shall be entitled to enforce any terms of this warranty.

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1 CommScope Solutions Singapore Pte. Ltd., trading as SYSTIMAX Solutions.

2 Authorized SYSTIMAX 'BusinessPartners' are part of the approved SYSTIMAX supply channel and have been certified to SYSTIMAX design and installation requirements. In order for Products to be registered, the Products must be installed by Authorized BusinessPartner's personnel who have successfully completed the Engineering/Design Training Module and the Installation/Maintenance Training Module. Contact SYSTIMAX Solutions for a complete list.