

nCOMPASS™ LIMITED LIFETIME WARRANTY - STANDARD PERFORMANCE

Superior Essex Communications LP and Ortronics, Inc. (a/k/a Legrand Data Communications, a division of Legrand North America, Inc., hereinafter “LDC”) (collectively, the “Supplier”) warrant to the end-user (“Buyer”) that the nCompass CAT 5e U/UTP, CAT 6 U/UTP, CAT 6A U/UTP Copper and OM1, OM2 Fiber Optic certified network cabling system installations will meet the defined TIA-568 series industry specifications in effect at the time of product purchase for the Limited Lifetime from date of product installation (the “Standard Performance, Limited Lifetime Warranty”).

The Standard Performance, Limited Lifetime Warranty will be extended to include the backbone, and entire channel provided that the applicable LDC patch cords and LDC equipment cords are utilized, and all products are installed within areas protected from outside elements. Backbone and channel warranties will support current or future applications that are approved by industry recognized organizations (IEEE, ANSI/TIA) for transmission over structured cabling systems defined by the TIA-568 standard in effect at the time of the installation. Backbone and channel warranties will perform to the specifications listed in the nCompass system data sheets in effect at the start of the installation. The nCompass warranty will cover the permanent link, with a guarantee of standard’s compliant permanent link performance, if the appropriate LDC patch cords are not used. Supplier will honor claims on the Standard Performance, Limited Lifetime Warranty for the expected usable life of the building which shall not exceed forty years from the installation of the nCompass Cabling System (the “Standard Performance, Limited Lifetime Warranty Period”).

QUALIFICATIONS AND REQUIREMENTS

To qualify for the Standard Performance, Limited Lifetime Warranty, all of the following conditions must be met:

1. Products used in the network cabling system for which warranty support is requested must be qualifying Supplier products. System components must be new (never used before).
2. The network cabling infrastructure must be designed in accordance with TIA-568 and other relevant premises series standards in effect at the start of the time of purchase.
3. The network cabling infrastructure must be installed by Supplier approved designers and Certified Contractors in accordance with manufacturer’s installation instructions and specifications. Supplier is not liable for third party design errors or improper construction and installation.
4. Each backbone, permanent link or channel in the network must be field tested in accordance with the TIA-568 series industry standard AND nCompass testing requirements in force at the time of purchase (nCompass testing requirements take precedence over TIA when differences exist). The installed backbones

permanent links and channels must have passed all applicable TIA and nCompass performance requirements. Minimum testing for copper systems includes Wire Map, Length, Attenuation, Near End Crosstalk, Far End Crosstalk, Return Loss, PS NEXT, ELFEXT, and PS ELFEXT. Minimum testing for Fiber Optic links includes horizontal and backbone, Bi-Directional Dual Wavelength, Insertion Loss and Length.

5. Appropriate Warranty Applications should be properly completed online through the Ortronics ConCert certified contractor website prior to initiating the installation.
6. The Warranty Submittal must be completed online within 10 days of installation completion. Copies of all certification test reports must be submitted as part of the Warranty Submittal, and be kept on file by the registrant to be re-submitted when requested by Supplier. Data must be saved and submitted in the tester's original format (WORD documents, EXCEL spreadsheets, and PDFs will not be accepted.) Test data must be submitted via online upload to the LDC ConCert Certified Contractor website. E-mail or disc may be used if the online upload is unsuccessful (please contact the Warranty Administrator for detailed instructions).
7. The Standard Performance, Limited Lifetime Warranty will be void if (i) the system is not maintained in accordance with industry standards (ii) a third party has changed, modified or attempted maintenance or repair on otherwise qualifying Supplier products, or (iii) changes are made after warranty issuance and acceptance date, unless Supplier grants written consent for such changes and installation records are updated and forwarded to the Supplier reflecting these approved changes. All changes must be submitted for approval following the original warranty application process.
8. Supplier has issued a registered warranty certificate to Buyer for the Standard Performance, Limited Lifetime Warranty. Buyer may not sell, assign or transfer the Standard Performance, Limited Lifetime Warranty.

ADMINISTRATION

Standard Performance, Limited Lifetime Warranty applications will be approved or disapproved by Supplier with a response sent to the applicant. Access to the Standard Performance, Limited Lifetime Warranty application information can be obtained by contacting the Warranty Administrator at +1-860-405-2988, or by e-mailing your request to contractor.cert@legrand.us. All warranty applications must be completed on Certified Contractor website.

CLAIMS AND EXCLUSIVE REMEDIES

The validity of any warranty claim under this Standard Performance, Limited Lifetime Warranty shall be determined by the Supplier in its sole discretion. A claim will be reviewed by Supplier only if all of the following are satisfied:

1. Reported within ten (10) days of date of defect discovery;
2. ALL system design and installation records are readily available to be provided when requested (original network installation design prints, test results, maintenance records, warranty submittal documentation);
3. Copies of all original receipts for materials and labor from the date of initial installation; and
4. Supplier has full and open access to inspect and evaluate the installation site.

If system performance or material fails to meet the Standard Performance, Limited Lifetime Warranty, the Buyer must notify Supplier, in writing, within ten (10) days of the discovery of any non-conformity. Notification shall be made/sent to the Warranty Administrator (above). If a warranty claim is determined by Supplier in its sole discretion to be valid, as Buyer's sole and exclusive remedy, Supplier will, at its option and using Certified Contractor(s) of its choosing, replace or repair the non-compliant qualifying components of the permanent link or channel and cover reasonable cost of labor to affect necessary work. If the Buyer provides a quote from a Certified Contractor of its choosing, the Warranty Administrator, in its sole discretion, may alternatively elect to allow such Certified Contractor to affect the warranty repair and reimburse the Buyer for reasonable labor costs, provided prior written approval is obtained from the Warranty Administrator for proposed materials and labor. If the cause of any error is determined to be improper installation, maintenance or third party repair, the Buyer may be referred back to the appropriate contractor or third party for support.

WARRANTY EXCLUSIONS

The Standard Performance, Limited Lifetime Warranty does not cover:

1. The installation and maintenance of any other non-performing portions of the Buyer's System;
2. Products not specifically designated as being eligible for the Standard Performance, Limited Lifetime Warranty coverage;
3. Products not supplied directly by the Supplier or through channels not approved by Supplier;
4. Products used in the cabling system, which were falsely represented as being in compliance with the Standard Performance, Limited Lifetime Warranty registration requirements and procedures;
5. Products that are exposed to moisture, liquids (such as paint), or water;
6. Defects resulting from environmental or third party materials, including but not limited to work areas, patching or equipment cords, or from moves, additions and changes by parties other than a Certified Contractor; and
7. Defects resulting from a noncompliant or improper system design, installation, use, repair, or any system alterations, misuse, neglect, accident or abuse.