

COMMScope®

CommScope Network Infrastructure System

25 Year Extended Product and Application Warranty
("System Warranty")

Terms and Conditions

Extended Product Warranty. CommScope warrants, for a period of twenty-five (25) years from the Certification Date (the “Warranty Period”), that Products in the Registered System shall be free from defects in materials or workmanship subject, to the terms and conditions below and the terms, conditions and limitations of CommScope’s Limited Product Warranty in effect at the date of sale (available at <http://www.commscope.com/Resources/Warranties/>).

Application Warranty. During the Warranty Period, the Registered System will meet or exceed the specifications set forth in the System Specification and support Applications as documented therein.

System Warranty Requirements. The System Warranty applies only to Products that are: (i) installed by an Authorized Partner, at the location listed on the System Warranty Certificate; (ii) installed in compliance with CommScope’s written design, engineering and installation procedures, and the specifications for the Application and the System Specification; (iii) designed, installed, and maintained in compliance with the applicable industry standards as set forth in the System Specification; (iv) not subject to conditions that exceed the individual Product Specification(s); (v) used at the original site of installation; (vi) tested pursuant to industry standards and applicable CommScope testing requirements and satisfactorily pass such tests; and (vii) not otherwise expressly excluded or invalidated under the System Warranty Terms and Conditions. To qualify for a System Warranty, all documents, including the prescribed System test results, must be submitted to CommScope for review within sixty (60) days of installation, and registration for the System Warranty must be applied for with CommScope within ninety (90) days from the date the installation is complete. CommScope, in its sole judgment, shall determine if the System Warranty Requirements have been met. CommScope’s approval of a System Warranty shall be evidenced by a numbered registration System Warranty Certificate issued by CommScope. In the event a System Warranty Certificate is issued and CommScope subsequently discovers that any of the System Warranty requirements were not met, then the System Warranty shall be void.

Beneficiary and Warranty Transfer. CommScope will only honor System Warranty claims made by the person or entity to which the System Warranty Certificate is issued. The System Warranty may, upon prior written approval from CommScope, be transferred to a successor in interest to the site where the Registered System was originally installed.

Modifications. Moves, repairs, alterations, additions, or changes to the Registered System (“Change(s)”) are only covered by the System Warranty if: (i) performed by an Authorized Partner; (ii) installed in compliance with CommScope’s written design, engineering and installation procedures, and the specifications for the Application and the System Specification, and (iii) designed, installed, and maintained in compliance with the applicable industry standards as set forth in the System Specification. Day-to-day administration and maintenance of the Registered System by the End-Customer will not void the System Warranty if performed in compliance with applicable CommScope system design and installation guidelines using CommScope approved products. All test results shall be sent for approval to CommScope along with a detailed description of the Change(s) and bill of materials within thirty (30) days of installation. If the Change(s) are approved, CommScope shall update the System Warranty registration to indicate the Change(s). Failure to comply with the foregoing relating to Change(s) shall void the System Warranty.

Exclusions from Warranty and Limitations on Liability. The “Exclusions from Warranty” and “Limitations on Liability” in the Limited Product Warranty shall apply to the System Warranty. The occurrence of an Exclusion from Warranty in the Limited Product Warranty shall void the System Warranty. The System Warranty shall also be void if any Product in the Registered System has been (i) removed from the original site of installation, (ii) altered, repaired or disassembled by a non-Authorized Partner, or (iii) exposed to, or has outside materials applied to it, including but not limited to paint, water, chemicals, solutions, cleaning supplies and lubricants (“Contamination”). End-Customer must notify an Authorized Partner or CommScope within 24 hours of any Contamination.

Outside Plant Cable is excluded from and will void the System Warranty when installed above ground and exposed to the outside environment, including but not limited to, an aerial installation. Outside Plant Cable installed underground, either by direct burial or in conduit, is not excluded from the System Warranty.

Failure of the End-Customer to submit any System Warranty claim to the authorized CommScope office as designated by CommScope within thirty (30) days following expiration of the System Warranty shall be an admission by the End-Customer and conclusive proof that the Registered System and Product(s) are in every respect as warranted and shall release CommScope and the Authorized Partner from any and all claims for damage or loss sustained by the End-Customer.

Any violation or non-compliance with the System Warranty Terms and Conditions will void the System Warranty.

Remedies. If during the Warranty Period, the End-Customer experiences problems with a Registered System or a Product in a Registered System (“Problem”) and suspects there is a potential warranty claim hereunder, the End-Customer must first reasonably investigate potential causes of the suspected Problem that are not CommScope related and reasonably determine that none of these potential causes were responsible for the Problem. Once the End-Customer reasonably believes that all non-CommScope causes for the Problem are ruled out, but in no event more than thirty (30) days after the End-Customer knew or should have known of the Problem, the End-Customer must contact the Authorized Partner that installed the Registered System to report the Problem. If the Authorized Partner is unable to resolve the Problem, then the Authorized Partner will contact CommScope and make a claim under the System Warranty for further investigation and resolution.

If CommScope determines that a Problem is due to a breach of the System Warranty, CommScope will repair or replace Product as CommScope deems necessary to correct the Problem, including the provision of reasonable labor and removal and reinstallation of such Product at CommScope’s discretion. CommScope shall only be responsible for costs that have received the prior written authorization of CommScope. If CommScope chooses to repair Product, CommScope may use new or reconditioned replacement parts. If CommScope chooses to replace Product, CommScope may replace with new or reconditioned products of the same or similar design. Any repair or replacement will be warranted for either (a) 90 days or (b) the remainder of the original Warranty Period, whichever is longer. If the Problem is found by CommScope or an Authorized Partner not to be related to a Product or any warranty exclusions, then End-Customer will be responsible for any costs incurred related to the Problem claim.

Choice of Law. The System Warranty shall be governed by and construed in accordance with the laws of the State of North Carolina, U.S.A. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The End-Customer acknowledges that as a condition to receiving the System Warranty, End-Customer unconditionally submits to the jurisdiction of the North Carolina state and federal courts. If any portion of the System Warranty is not enforceable due to local legal requirements, then such specific language shall be modified to meet local legal requirements consistent with CommScope’s intent.

Definitions

The following definitions shall apply to the System Warranty:

CommScope shall mean CommScope Technologies LLC.

Application shall mean a standardized set of network technologies, protocols, and hardware for enabling communication over the prescribed System as documented by CommScope.

Authorized Partner shall mean a party that is certified by CommScope as a CommScope installation partner and that is in good standing with CommScope at the time of installation.

Authorized Reseller shall mean a party that is authorized in writing by CommScope to sell Products and that is in good standing with CommScope at the time of sale.

Certification Date shall mean the earlier of the registration date on the face of the System Warranty Certificate or the Original Installation Completion Date.

End-Customer shall mean the end-user who has the Products installed at its premises by an Authorized Partner.

Original Installation Completion Date shall mean the date that the Authorized Partner completed the installation and testing of the Registered System at the End-Customer's site being submitted for System Warranty eligibility.

Outside Plant Cable shall mean all cabling located between demarcation points in buildings, switching and data centers and the demarcation point in another such facility.

Passive shall mean signal-carrying components that exhibit no gain or contribute no energy.

Product(s) shall mean Passive products manufactured by CommScope that are contained in the bill of materials, for an end-to-end SYSTIMAX®, UNIPRISE®, or NETCONNECT® system, which were filed with the registration for the System Warranty and which were purchased from an Authorized Reseller.

Product Specification shall mean CommScope's published specification(s), in effect at the time of sale, which defines the optical and/or electrical capabilities of the individual Products.

Registered System shall mean the System designated on the System Warranty Certificate.

System refers to the end-to-end SYSTIMAX®, UNIPRISE®, or NETCONNECT® system, comprised entirely of Products approved by CommScope for the respective System and that meet all of the conditions in the "System Warranty Requirements" Section of these System Warranty Terms and Conditions.

System Specification shall mean CommScope's published specification(s) in effect at the time of sale, which describes the optical and/or electrical capabilities of the System as a whole.

System Warranty shall mean the Extended Product and Application Warranty.

System Warranty Certificate shall mean the certificate issued by CommScope evidencing CommScope's approval and issuance of a System Warranty and identifying the covered System.

Precedence. In the event of any conflict between the terms of the System Warranty and CommScope's Limited Product Warranty and/or a System Specification, the terms of the System Warranty shall control.



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