

# TrueNet® CopperTen® Certified Cabling Product and System

## PERFORMANCE WARRANTY



The TrueNet® CopperTen® limited Warranty applies to a qualifying cabling system ("Certified System") installed by a TrueNet® Value Added Reseller (VAR) in the United States, and appropriately registered with ADC as evidenced by a numbered TrueNet®/Certified System Registration Certificate ("Registration Certificate") issued by ADC to the end-user. All of the above are referred to as "Conditions" to the effectiveness of the Warranty.

### Warranty Coverage

The TrueNet® CopperTen® 20-year Warranty includes parts and labor for all components and applications listed on the Schedule of Products and Applications attached to the Registration Certificate (the "Schedule"). Subject to the limitations contained herein, for a period of 20 years from the date that all conditions to the effectiveness of the Warranty have been met, ADC warrants to the end-user that:

- (1) All components listed on the Schedule will be free from defects in material or workmanship under normal and proper use;
- (2) All components listed on the Schedule will meet or exceed the specifications of the ANSI/TIA-568-C and all addendum standards in effect on the date the Warranty becomes effective unless otherwise specifically noted on the Schedule of Products and Applications;
- (3) The Certified System will meet or exceed the Insertion Loss (IL), Return Loss (RL) and Near-End Crosstalk (NEXT) requirements of ANSI/TIA-568-C.2 and ISO/IEC 11801:2002 Class EA & ANSI/TIA TSB-67 for cabling channels in effect on the date the Warranty becomes effective; and
- (4) The Certified System will be free from defects that would prevent operation of the Applications listed on the Schedule
- (5) In addition, for a period of 20 years from the effective date of the Warranty, a throughput "zero-bit error" Warranty shall be provided for each channel component of the CopperTen® Certified System that meet the conditions, including testing, with equipment that exceeds the most recent IEEE 802.3 specifications at that date in an operational environment without adverse environmental conditions (e.g., external noise sources). All testing shall be performed with hardware, software and test method-

ologies approved in writing by ADC. Testing will be performed over a set period of time over a predetermined amount of nodes with the intent to verify that no errors are present during the testing period for the specific structured cabling node(s) under test.

### What ADC Will Do

When a Certified System end-user believes, after reasonable investigation, that a failure in the operation of an Application listed on the Schedule is the result of the failure of the Certified System to meet its warranted specifications or performance, it shall promptly notify ADC in writing. ADC may require, at its sole discretion, payment of ADC'S then-current charge to the end-user to cover testing by ADC of the Certified System. As a result of such testing and any additional review, ADC shall determine its responsibility and provide any appropriate remedies pursuant to this Warranty, including repayment of the testing charge.

If the Certified System or any component thereof fails to meet the Warranty set forth above as determined by ADC, ADC will at its sole discretion either cause the defective component or components to be repaired, or provide a replacement product or active electronic components to achieve Warranty compliance, or refund to the end-user the purchase price of the defective components. If ADC elects to replace any components, it may use new or reconditioned replacement parts with the same or reasonably equivalent specifications. Any such repair or replacement shall be warranted under the terms of this Warranty for the remainder of the term of this Warranty. These remedies are the sole and exclusive remedies of the end-user hereunder.

### Who Is Covered By This Warranty

This Warranty is for the benefit only of the end-user of the Certified System to whom the Registration Certificate is issued. As such, it may not be assigned without the prior written consent of ADC.

### Limitations on Warranty

This warranty is given in lieu of all other warranties, express, implied or statutory, by ADC and the manufacturers of all components of the certified system, including, without limitation, any warranties of merchantability or fitness for a particular purpose. Neither ADC nor the manufacturer of any component of the certified system

will be liable for system down-time, inconvenience, disruption of business, property damage, punitive damages, loss of profit or business or any other incidental or consequential damages caused by any failure of the certified system or any component thereof. Under no circumstances shall any liability under this warranty exceed the purchase price of the certified system.

### What this Warranty Does Not Cover

This Warranty does not cover failure of a Certified System or components resulting from actions or events beyond the control of ADC or the manufacturer of components, including, without limitation, alterations or additions to the Certified System that take place any time after the installation and testing of the Certified System, bit errors due to external noise sources, (such as from lighting, motors, or appliances), unauthorized or improper repairs, misuse, accidents, fire, water damage, and acts of God.

ADC'S entire liability and Customer's exclusive remedy whether in contract, tort or otherwise, for any claim related to or arising out of breach of the warranty covering Product or Services, shall be correction of defects by repair, replacement, re-performance of service or credit, at ADC'S discretion. Refurbished Product may be used to repair or replace the Product and Customer shall have no claim to Product which was replaced or the components therein which were replaced. ADC has no liability with respect to claims relating to or arising from the use of equipment not bearing the ADC name.

All equipment not bearing the ADC name is supplied "AS IS" and Customer will look solely to the warranties and remedies, if any, provided by the equipment manufacturer or vendor thereof. In addition, ADC assumes no liability for equipment or services furnished by Customer nor does this warranty cover any copy of or update to any user manual for the Product.

No agent, distributor, or representative is authorized to make any warranties on behalf of ADC or to assume for ADC any other liability in connection with any Product or Services.

TRUNET CABLING SYSTEMS ARE SUBJECT TO EXISTING U.S. PATENTS AND PATENTS PENDING.  
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