

TrueNet® Certified Cabling Product and System PERFORMANCE WARRANTY



The TrueNet® limited Warranty applies to a qualifying cabling system ("Certified System") installed by a True-Net Value-Added Reseller in the United States and/or Canada, 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 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 attenuation and near-end crosstalk (NEXT) requirements of ANSI/TIA 568-C.2, ISO/IEC 11801 & 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) The Certified System will meet or exceed the fiber optic attenuation requirements of ANSI/TIA 568-B and ISO/IEC 11801 for cabling systems in effect on the date the Warranty becomes effective.

In addition, for a period of 5 years from the effective date of the Warranty, a throughput "zero-bit error" Warranty shall be provided for each individual channel component of C5ET, C6T and Fiber Optic Certified Systems that meets 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 methodologies 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 nodes(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.

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