OASIS
Open Architecture Systems Interconnection Solutions

Berk-Tek®
A NEXANS COMPANY

Warranty Statement

Subject to the limitations and conditions set forth herein, Berk-Tek warrants to the end-user that the NETWORK CABLE AND CONNECTIVE CABLE INTERFACE HARDWARE PRODUCTS comprising the Open Architecture Systems Interconnection Solutions **(OASIS)** Program Structured Cabling Link/Channel installed at the Installation Site:

1) will be free from defects in materials and workmanship;

2) will meet EIA/EIA-568-B..1, B.2 and B.3 and ISO/IEC 11801 specifications in force at the time of installation and will comply with design and performance requirements for recognized cabling media installed in the Structured Network Cabling Link/Channel;

3) will support ANY CURRENT OR FUTURE APPLICATION which is designed for transmission over a Structured Network Cabling Link/Channel as defined by the above referenced standards and the **OASIS** Program data sheet in effect at the time of installation; and

4) will conform to the electrical performance specifications of the installed **OASIS** Program data sheet in effect at the time of installation.

DURATION OF THE OASIS WARRANTY IS FIFTEEN (15) YEARS FROM DATE OF INSTALLATION REGISTRATION. ANY WARRANTY AND ANY APPROVED REPAIRS, REPLACEMENTS, MOVES, ADDITIONS OR CHANGES SHALL BE WARRANTED FOR THE BALANCE OF THIS WARRANTY PERIOD.

An **OASIS** Structured Network Cabling Link/Channel means a System Link/Channel properly constructed with **OASIS** qualified products in accordance with referenced standards; meeting specified Link/Channel performance and topological (distance and connection) limits.

Warranty Conditions

For this warranty to be valid:

1) the "Structured Network Cabling Link/Channel" herein being referred to as System must have been registered with Berk-Tek **prior** to installation;

2) the System must have been installed by a Berk-Tek Certified OASIS Structured Network Cabling Link/Channel Installer, (a "Certified Integrator")

3) the System must have been installed by the Certified Integrator in accordance with the manufacturer's installation specifications and instructions, the requirements of the above mentioned technical standards, and the terms and conditions specified in the Certified OASIS Integrator Agreement; provided such installation took place within 6 months of manufacture of the System components, those components having never been used before;

4) all installation records must be updated to reflect any maintenance, movements, additions or changes, etc. Berk-Tek will not be responsible for moves, additions or changes performed by parties other than a Certified Integrator; and

5) any warranty claim must be made to the original certified integrator, or the local Berk-Tek representative, within 5 days of discovery of the alleged defect in the System products.

In the event of a warranty claim:

1) proper System design, installation, use and maintenance must be demonstrated to Berk-Tek;

2) System documentation and maintenance records, all of which are the responsibility of the End-User, must be made available by the End-User to Berk-Tek upon request; and

3) the End-User shall provide free access to the System to both the original certified integrator and the manufacturer.

Warranty Remedy

For valid warranty claims, Berk-Tek will, at its option, using certified integrators of its choosing, replace or repair or provide credit for any qualified product found to be non-compliant and cover reasonable cost of labor to effect necessary work.

Warranty Exclusions

This warranty does not cover:

1) the installation and maintenance of any other non-performing portions of the End-User's System;

2) products not specifically designated by Berk-Tek as being eligible for System Link/Channel Warranty coverage;

3) products not supplied directly by the manufacturers or through channels approved by the manufacturers;

4) products used in the Structured Network Cabling Link/Channel, which were falsely represented to Berk-Tek as being in compliance with the System Link/Channel Warranty registration requirements and procedures;

5) defects resulting from non OASIS Program work areas, patching or equipment cords, or from moves, additions and changes by parties other than a Berk-Tek Certified OASIS Integrator; and

6) defects resulting from a non-compliant or improper System design, installation, use, repair, or any System non-compliant alterations, misuse, neglect, accident or abuse.

WARRANTY LIMITATIONS

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER MATTER.

THE REMEDIES PROVIDED FOR IN THE PRECEDING PARAGRAPHS SHALL CONSTITUTE THE SOLE RECOURSE OF END-USER AGAINST BERK-TEK AND PARTNER FOR BREACH OF ANY OBLIGATIONS TO END-USER, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, FRAUD, MISREPRESENTATION, OR OTHERWISE.

IN NO EVENT SHALL BERK-TEK OR ITS PARTNER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE), INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ECONOMIC DAMAGE ARISING OUT OF THE FAILURE OF A SYSTEM. NOR SHALL THE LIABILITY OF BERK-TEK AND PARTNER FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS WARRANTY OR THE MANUFACTURE, SALE, DELIVERY, INSTALLATION OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCTS AND THE INSTALLATION.

Claim Procedure

1) Before making a claim under this warranty and for a claim under this warranty to be valid, the End-User must first resolve all non-connectivity hardware and non-cable related causes.

2) Warranty claims shall initially be made to the original certified integrator, or the local Berk-Tek representative.

3) Cabling System repair and replacement due to component failure will be performed only after Berk-Tek has reviewed and verified the System prior to the removal, replacement or repair of the defective System products.

4) Any disputes under this warranty shall be subject to and shall be governed by the laws of Pennsylvania (other than its rules regarding choice of law). Any disputes relating thereto are subject to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the federal courts therein, regardless of the location of any installation, which may be the subject of a dispute.