

HITACHI CABLE MANCHESTER, INC.

25 YEAR EXTENDED WARRANTY

AND APPLICATION ASSURANCE

Subject to the terms and conditions herein, Hitachi Cable Manchester, Inc. (HCM) provides the following warranties to the end-user relative to the network cabling system, consisting of HCM cabling products and approved connective hardware, provided that such products are installed by Hitachi Certified Installer (HIT) and registered with HCM:

1. The passive products that comprise the registered cabling systems will be free from defects in materials and workmanship under normal use.
2. The passive cabling products will exceed TIA/EIA 568-B Family of Commercial Building Telecommunication Standards and ISO/IEC 11801 as in effect present at the time of the registration of the cabling project.
3. When installed and tested according TIA/EIA 568-B Family of Commercial Building Telecommunication Standards and BICSI specifications with acceptable components from a Hitachi approved hardware manufacturer will:

Support and conform to existing TIA/EIA 568-B, ISO/IEC 11801 and BICSI specifications. Support any current or future applications for recognized standards:

- 100 Mbps TP-PMD
- 100 BASE-T ETHERNET
- 155 Mbps ATM
- AES/EBU DIGITAL VIDEO
- 270 Mbps DIGITAL VIDEO
- 622 Mbps ATM
- 1000 BASE-T Gigabit Ethernet
- 1.2 Gigabit ATM
- 2.4 Gigabit ATM
- Analog Broadband Video to 550 MHz (77 Channels)

Application Assurance

- HCM warrants that the cable and connecting hardware will be free from failures, which prevent operation of the specific application(s) for which the cable system was designed to support.

Warranty Duration

- The cable will be free from defects in material and workmanship for a period of twenty-five (25) years from the date of manufacture (“Warranty Period”).

Warranty Conditions

- This warranty shall not apply to defects arising or resulting from or caused by: (a) improper installation which results from failure to follow HIT design or installation practices, (b) accident, abuse, misuse, neglect, vandalism, or act(s) of God, or (c) any repair, alteration or modification not authorized in writing by HCM.
- As a condition of its rights hereunder, Purchaser shall use only certified cable installers approved, in advance and in writing, by HCM for the original installation and any subsequent re-termination and/or relocation of the Cable. Once installed, Purchaser shall provide to Hitachi advanced written notice of its intention to re-terminate or relocate the Cable.
- All claims must be made within 10 days of identification of alleged defect.
- Maintenance of proper documentation of the cable system shall be the responsibility of the end-user. That record shall be available to the HIT installer and HCM.
- Free access to the cable system shall be allowed by the end-user.

Warranty Remedy

HCM will at its option choose a certified HIT contractor to replace or repair a qualified product found to be a defective. HCM will at its option provide credit in lieu of replacing any defective product. The warranty remedy and claim procedure provided for herein shall constitute HCM’s sole obligation and Purchaser’s sole recourse against HCM and HIT installer.

WARRANTY EXCLUSIONS

- ALL PRODUCTS NOT INCLUDED IN THE HIT CABLE SYSTEM (CABLE TRAYS, PATHWAYS, TIES, VELCRO STRAPS, HANGERS, ETC.).
- ALL ACTIVE DEVICES INCLUDED IN THE CABLING SYSTEM.
- PRODUCTS NOT TESTED AND APPROVED BY HCM ENGINEERING LAB.
- DEFECTS FROM NON-COMPLIANT DESIGN, IMPROPER INSTALLATION, MISUSE, NEGLIGENCE, 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 HCM AND HIT INSTALLER FOR BREACH OF ANY OBLIGATIONS TO END-USER, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, FRAUD, MISREPRESENTATION, OR OTHERWISE.
- IN NO EVENT SHALL HCM 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 HCM 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

- As a further condition of its rights hereunder, Purchaser shall inspect the cable and connecting hardware upon receipt. Upon discovery at any time within the Warranty Period of an alleged defect covered by this warranty, Purchaser shall provide HCM with prompt and written notice of the same. Such notice must be received before the expiration of the Warranty Period. Purchaser shall also allow HCM to obtain and archive wire maps, investigate all installations and subsequent uses of the cable system, and investigate all claims of defective product to determine the extent, cause and/or origin of alleged defects.
- All warranty claims shall be made to the HIT certified installer prior to notifying HCM.
- Any disputes under this warranty shall be subject to and shall be governed by the laws of the state of New Hampshire, regardless of the location of any installation.

Warranty #: _____
Certified by: _____
Date Certified: _____