

# LIMITED LIFETIME SYSTEM WARRANTY AND EXCLUSIONS



Subject to the limitations and conditions set forth herein, Berk-Tek and Leviton (the "Manufacturers") warrant to the end-user that the structured cabling and connectivity hardware products (the "Products") comprising the Berk-Tek Leviton structured cabling system (the "System") installed at the indicated project site will:

- Be free from defects in material and workmanship.
- Meet or exceed applicable ratified TIA/EIA and ISO/IEC link/channel transmission performance standards in effect at the time of installation.
- Support any current or future application which is designed for transmission over a structured cabling system as defined by the above referenced standards in effect at the time of installation.

## Warranty Exclusions

- Products used in the System, which were not specifically designated as being eligible for coverage under this warranty.
- Products used in the System, which were not supplied directly by the Manufacturer or through channels approved by the Manufacturer.
- Products used in the System, which were falsely or incorrectly represented as being in compliance with the warranty registration requirements of this warranty or were not included in the registration documents that were submitted to obtain coverage under this warranty.
- Defects caused by work performed outside of the Leviton work area, patching or equipment cords, or from moves, additions, and changes by parties other than a Certified Integrator/Installer, or an authorized contractor or personnel of the Manufacturer.
- Defects resulting from non-compliant or improper System design, installation, use, repair or System alterations, misuse, neglect, accident or abuse.
- Defects or System failures caused by events beyond reasonable control of the Manufacturer including, without limitation, act or omissions of customer, acts of God or government, such as, natural disasters or storms, fire, flood, water damage, paint or chemicals exposure, political strife, labor disputes, failure or delay of transportation, or unavailability of parts or personnel.
- Products and System exposed to fire, smoke, water, paint, chemicals, solvents, or other elements for which the product was not designed.
- Products and System exposed to operating conditions outside of the product's stated ratings or intended use.
- Power over Ethernet (PoE), Power over HDBASE-T (POH) and Remote Powering Applications: Leviton structured cabling products are designed and tested to be compliant with the electrical requirements for PoE, PoE+, POH, and remote powering applications as specified in the IEC 60512-99-001 standard. Remote powering applications in which the electrical energy or connector cycling exceeds the defined operating requirements of IEC 60512-99-001 may lead to excessive arcing damage to the connector interface and are not covered under this warranty.

## Warranty Remedy

- For valid warranty claims, the Manufacturer will, at its sole discretion, using a Certified Integrator/Installer or personnel of the Manufacturer's choosing replace, repair, or provide credit for any qualified System products found to be non-compliant and cover reasonable costs of labor to affect necessary work.

## Warranty Limitations

- **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, 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 REMEDY OF END-USER AGAINST THE MANUFACTURER 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 Manufacturer 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 sales or profits, lost data, System downtime, System outages, loss of use of the System or economic damage arising out of the failure of the System or the Products that form part of the System. The maximum aggregate liability of the Manufacturer for any claims for damage arising out of or connected with this warranty shall not exceed the end user/customer price paid for the Products giving rise to a claim. Labor claims will be paid in the form of product credit for the replacement or repair of only the defective product(s).
- This warranty is non-transferable and shall not benefit any party or parties other than the stated System end-user, first to use the system and is subject to the individual Product warranty Terms & Conditions of the Manufacturer.
- This warranty does not cover Systems which are no longer in use or which are no longer used for their originally intended purpose.

## Warranty Claims Requirements

- Proper System design, installation, use and maintenance must be demonstrated to the Manufacturer.
- System documentation and maintenance records, all of which are the responsibility of the end-user, must be made available upon request. End-user shall provide free access to the System to original Certified Integrator/Installer, and the Manufacturer authorized personnel.

## Claim Procedure

- Valid claims require the end-user to first resolve all non-connectivity hardware and non-cable related causes.
- Warranty claims shall promptly be first made to the original Certified Integrator/Installer or the local representative of the Manufacturer. Proof of warranty must be furnished by person making claim.
- System repair or replacement due to component failure will be performed only after the Manufacturer has reviewed and verified the System fails to meet the applicable ratified TIA/EIA and ISO/IEC link/channel transmission performance standards in effect at the time of installation prior to removal, replacement, or repair of any defective System Products.

Location: \_\_\_\_\_

Warranty Registration Number: \_\_\_\_\_

Cable: \_\_\_\_\_

Warranted System User: \_\_\_\_\_

Certified Installer/Integrator: \_\_\_\_\_

Date of Issuance: \_\_\_\_\_