

LIMITED LIFETIME SYSTEM WARRANTY STATEMENT

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 or manufacturing workmanship for the life of the System.**
- **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 Manufacturers or through channels approved by the Manufacturers.
- 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 resulting from non-Berk-Tek 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 of the Manufacturers, or Manufacturers authorized personnel.
- 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 Manufacturers including, without limitation, act or omissions of customer, acts of God or government, natural disasters or storms, fire, flood, water damage, paint or chemical exposure, political strife, labor disputes, failure or delay of transportation, or unavailability of parts or personnel.

Warranty Remedy

- For valid warranty claims, the Manufacturers will, at their option, using a Certified Integrator / Installer or an authorized contractor or personnel of the Manufacturers choosing replace, repair, or provide credit for any qualified System products found to be non-compliant and cover reasonable costs of labor to effect necessary work.

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 THE MANUFACTURERS 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 Manufacturers 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, 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 Manufacturers for any claims for damage arising out of or connected with this warranty of the manufacture, sale, delivery, installation or use of the Products shall not exceed the price paid for the Products giving rise to a claim.
- This warranty is non-transferable and shall not benefit any party or parties other than the stated System end-user, and is subject to the individual Product warranty Terms & Conditions of each 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

- Proper System design, installation, use and maintenance must be demonstrated to the Manufacturers.
- 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 Manufacturers authorized personnel.

Claim Procedure

- Prior to making a claim, and for the claim to be valid, the end-user must first resolve all non-connectivity hardware and non-cable related causes.
- Warranty claims shall initially, and promptly be made to the original Certified Integrator / Installer or the local representative of one of the Manufacturers.
- System repair or replacement due to component failure will be performed only after the Manufacturers have reviewed and verified the System prior to removal, replacement, or repair of any defective System Products.
- Any disputes under this warranty shall be subject to the jurisdiction of the courts of the State of New York and the federal courts therein, regardless of the location of the installation.