

**HITACHI CABLE AMERICA, INC.
Performance Cable Systems & Materials Division**

LIFETIME PERFORMANCE WARRANTY

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

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 of the permanent link, which include the cable and connecting hardware, will exceed TIA/EIA 568-C.2 Balanced Twisted-Pair Telecommunications Cabling and Components Standards. This warranty will be applied to the channel link if appropriate and approved component compliant patch cords are utilized. This warranty covers solutions that include shielded and/or unshielded cable.
3. The passive products that comprise the fiber optic cable system will exceed the component and transmission requirements for TIA/EIA 568-C.3.

Application Assurance

- Hitachi Cable 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 and connectivity will be free from defects in material and workmanship for Life. Hitachi Cable defines Life as the usable life of the building while occupied by the warranty holder.

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 Hitachi Cable 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 Hitachi Cable.
- As a condition of its rights hereunder, Purchaser shall use only certified cable installers approved, in advance and in writing, by Hitachi Cable 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 Hitachi Cable certified installer and Hitachi Cable.
- All links intended for warranty coverage must be tested to the appropriate standard and all test results must indicate a PASS. Test results, either electronic or paper, must be submitted to Hitachi Cable at the conclusion of the project along with a project completion form.
- Free access to the cable system shall be allowed by the end-user.

Transfer of Warranty

Transfer of warranty for certified installations from registered owner to new owner is permitted when the new owner completes a transfer of registration form and submits new test data for all warranted circuits.

Warranty Remedy

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

WARRANTY EXCLUSIONS

- ALL PRODUCTS NOT INCLUDED IN THE PERMANENT LINK OR CHANNEL (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 EXPRESSED 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 ITS INSTALLER FOR BREACH OF ANY OBLIGATIONS TO END-USER, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED

**HITACHI**

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ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, FRAUD, MISREPRESENTATION, OR OTHERWISE.

- IN NO EVENT SHALL HITACHI CABLE 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 Hitachi Cable with prompt and written notice of the same. Such notice must be received before the expiration of the Warranty Period. Purchaser shall also allow Hitachi Cable 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 Hitachi Cable certified installer prior to notifying Hitachi Cable.
- 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.

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