

Molex Premise Networks Certified Cabling System System Performance and Application Assurance Warranty Statement

Certified Structured Cabling System Definition

A Molex Premise Networks (herein called MPN) Certified Structured Cabling System, herein called Certified Structured Cabling System, is defined as:

- An end-to-end Certified Structured Cabling System comprised entirely of new, genuine MPN passive connectivity and cabling components. This expressly excludes any active equipment, whether in or attached to it, public network interface, or terminal equipment.
- The entire Certified Structured Cabling System must be installed, commissioned, and maintained by an MPN Certified Installer whose certification is valid at the time of installation, testing or maintenance of the Certified Structured Cabling System. (Email MPN.Support@molex.com to verify the certification status of any installer.)
- The installation has been installed and tested in compliance with (a) the practices specified by MPN in its training or in its accepted practices, including the use of an MPN-approved tester that is properly calibrated, that has the correct leads/adapters and tester settings for the test performed, and that has the latest version of tester software, (b) the published edition of TIA/EIA 568, ISO/IEC 11801, EN 50173 or AS/NZ 3080 which is current at the date of installation and which is most recognized by your local industry, (c) the registered category of end-to-end performance, and (d) the published edition of TIA/EIA-569 or ISO/IEC 18010 which is current at the date of installation and which is most recognized by your local industry.

A Certified Structured Cabling System not conforming to all of the above conditions is not warranted regardless if a warranty certificate is issued for it by MPN.

Warranty Coverage

MPN warrants the following for the period identified on the attached certificate, starting from the date of installation:

1. System Performance Warranty

The Certified Structured Cabling System will comply with the category of end-to-end performance to which the Certified Structured Cabling System is certified.

2. Application Assurance Warranty

The Certified Structured Cabling System is installed free of defects which prevent the operation of standards-based applications/protocols over the category of end-to-end performance to which the system is certified. The applications/protocols shall be those recognized by standards bodies IEEE, ANSI, ATM Forum and sanctioned specifically for transmission over the category of cabling standards defined in the published edition of TIA/EIA 568, ISO IEC 11801, EN 50173 and AS/NZ 3080 which is current at the date of installation and which is most recognized by your local industry.

Performance Commitment

In the event the Certified Structured Cabling System is determined to have failed, thereby materially affecting the proper transmission of electrical signals to its intended category, MPN will determine its responsibilities under this warranty and provide the remedies promised herein. Any such repair or replacement shall be warranted under the terms of this warranty for the remainder of the term of this warranty. Where non-performance is solely a result of the Certified Structured Cabling System, MPN will supply all replacement components free of charge and will pay labor costs (to installation companies of its choice) associated with system fault diagnosis and rectification.

1. System Performance

If the Certified Structured Cabling System is found to be non-compliant to the category of end-to-end performance as originally certified under standards-compliant channel test procedures, then MPN will repair or replace components, at its sole discretion, of the Certified Structured Cabling System to comply with the certified end-to-end performance.

2. Application Assurance

If the Certified Structured Cabling System prevents the end user from operating standards-based applications/protocols over the category of end-to-end performance to which the system is certified, then MPN will diagnose and repair or provide replacement product, at its sole discretion, to ensure the effective transmission of the said application/protocol.

Professional Installation

Certified Structured Cabling Systems must be installed and tested by industry professionals trained and certified by MPN at the time of installation. Test files are reviewed by MPN, which may audit installations to ensure adherence to its design, installation, and testing practices.

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Warranty Limitations

- Repair or replacement of elements in a Certified Structured Cabling System by MPN or its designated Certified Installer is the exclusive remedy to be provided under this warranty.
- This warranty is limited to the original end user for whom it was installed and is not transferable. Proof of purchase of the Certified Structured Cabling System is required.
- The Certified Structured Cabling System must be properly registered in MPN's warranty registry, including any documentation required by that registry and native test files with only PASS-rated results from an MPN-approved tester for its permanent links (or channels if approved by Molex to accept channel tests). See <http://csp.molex.com/intranet/documents/5/> for test equipment details. MPN may accept PASS*-rated test results at its sole discretion. (PASS* are measurements within the error limits of the tester.)
- The certificate generated by MPN's warranty registry upon an approved application shall serve as proof of warranty and must be presented upon request.
- Product without the Molex brand but supplied by MPN as part of a Certified Structured Cabling System will be covered by this warranty at Molex's sole discretion.
- This warranty is given in lieu of all other warranties, express, implied or statutory, by MPN and the manufacturers of all components of the Certified Structured Cabling System, including without limitation, the warranties of merchantability or fitness for a particular purpose. Neither MPN nor the manufacturer of any component of the Certified Structured Cabling System will be liable for system down-time, inconvenience, disruption of business, property damage, punitive damages or any other incidental or consequential damages caused by any failure of the Certified Structured Cabling System or any component.
- MPN ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR ANY DISCREPANCY IN THE WARRANTY APPLICATION OR THE USE OF NON-MPN PRODUCT REGARDLESS OF THE REPRESENTATIONS OF THE INSTALLER. DUPLICATING OR ALTERING TEST REPORTS, USE OF COMPONENTS OTHER THAN FROM MPN IN THE CERTIFIED STRUCTURED CABLING SYSTEM, OR USE OF PRACTICES OTHER THAN AS STATED IN THE DEFINITION OF A CERTIFIED STRUCTURED CABLING SYSTEM ABOVE AUTOMATICALLY TERMINATES AND VOIDS THIS WARRANTY.

Not Covered by This Warranty

- Use of non-MPN product within the Certified Structured Cabling System, regardless of the representations of the installer
- Failure of a Certified Structured Cabling System or its components resulting from actions or events beyond the control of MPN, including, without limitation, unauthorized alterations to the Certified Structured Cabling System, unauthorized or improper repairs, improper testing, failure to follow instructions, misuse or abuse, mishandling, damage while in transit, improper installation or storage, accidents, fire, flood or water damage, acts of God, damage caused by use of non-MPN products within the Certified Structured Cabling System, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, use of counterfeit product, civil disturbances, acts of civil or military authority, or acts of terrorism
- Normal wear and tear on components including labels, fading, scratches, or dents
- Any defects or non-conformances in the design, installation, or testing of the Certified Structured Cabling System which results from failure to comply with MPN's design, installation, and testing guidelines and/or is caused by anything outside of the scope of MPN's control
- Components of the Certified Structured Cabling System that have been installed in or exposed to contaminants, pollutants, or environmental conditions not expected within a premise or not in accordance with the published edition of TIA/EIA 569, ISO/IEC 18010, or AS/CA S008 (indoor installations only) which is current at the date of installation and which is most recognized by your local industry
- A Certified Structured Cabling System tested more than 6 months from its installation or on which moves, additions, or changes have been made by other than an MPN Certified Installer

Other

MPN only accepts Permanent Link test reports for all architectures for warranty purposes. Additionally, End Users should require Channel test reports for any cross-connect channel to confirm that other components of the channel are functioning properly.

This warranty gives you specific legal rights, and you may also have other rights which vary from locality to locality. This warranty shall be expanded to the extent, and only to the extent, required by applicable local law. If any portion of this warranty is not enforceable due to local law, then such specific language shall be modified to meet local legal requirements consistent with MPN's intent.

This warranty shall be governed by the laws of the state of Illinois, USA, without regard to the conflict of law rules thereof. The end-user customer acknowledges that in order to receive this Extended Warranty, to the extent required by MPN, any dispute must be governed by the laws of the state of Illinois and the parties unconditionally submit to the jurisdiction of the Illinois state and federal courts.

This warranty shall be automatically terminated and become null and void if any Certified Structured Cabling System is repaired or disassembled by anyone other than MPN or its Certified Installer, or upon alteration of or removal of the Certified Structured Cabling System from the site of original installation.

Except where approved in advance by MPN in writing, MPN shall not be responsible hereunder for either (a) the de-installation, removal, and/or disposal of defective Certified Structured Cabling System, or (b) the installation of repaired or replacement Certified Structured Cabling System. Furthermore, in no event shall MPN be responsible for the alteration, removal, replacement, repair, or relocation of MPN components not purchased from a MPN Certified Installer or Authorized Distributor, nor any non-MPN components.

In The Event Of a Problem with an In-Warranty Certified Structured Cabling System

By accepting this warranty at the time of its issue, the original installer and end user both acknowledge and agree to abide by the following procedure:

1. In the event of a problem, the end user shall rule out potential causes not related to the Certified Structured Cabling System. The end user shall test transmission performance to its intended category to confirm the Certified Structured Cabling System has not changed since the time of installation.
2. If the problem has been isolated to this Certified Structured Cabling System, the end user should contact the Certified Installer which carried out the installation to advise of the failure, detailing the nature of the failure, the warranty certificate number, which channels are affected, the equipment which has been operating over the affected channels, and other information requested. The end user or agent shall (a) not undertake to rectify the fault without authorization from MPN, its proxy, or the Certified Installer, and (b) present to MPN this warranty certificate covering the affected Certified Structured Cabling System.
3. The Certified Installer will try to diagnose and rectify the fault based on the transmission performance of the malfunctioning channel and the submitted warranty application. Should the Certified Installer be unavailable or unable to rectify the fault, the end user may submit the above information to MPN using MPN's then-current support procedures and system, at which time MPN will investigate. The product under investigation shall be returned, at end user's expense, to MPN, who will initiate corrective procedures if warranted.
4. In the event that the failure is found to be as a result of a defective Certified Structured Cabling System, (a) the failed products will be repaired or replaced, at MPN's sole discretion, (b) the repaired or replacement product will be shipped to the end user, (c) MPN will dispose of the faulty product, and (d) MPN will reimburse the end user for shipment of the faulty product. If the failure is found to be the fault of something other than the Certified Structured Cabling System, MPN will dispose of the investigated product.