

Campus Warranty

Terms and Conditions

WARRANTY

The Campus Warranty provides that at the time of delivery, premises Voice-Grade Cable and Outside Plant (OSP) Cable products, when installed as part of a campus network along with copper and/or fiber cables from Superior Essex for 100% of the premises LAN installation, will conform to Superior Essex specifications identified in the applicable Product Data Sheets for a period of twenty (20) years from the delivery date (the "Campus Warranty").

SCOPE

The Campus Warranty covers Superior Essex cable products, installed within a single campus location, which are not covered by other LAN premises structured cabling warranty programs.

QUALIFICATION

To qualify for the Campus Warranty, customer must meet the following conditions:

1. Premises cable must account for a minimum of 25% of the total cable purchase value;
2. The customer must obtain and submit proof of a premises LAN cabling system warranty from Superior Essex, Leviton or a connectivity manufacturer that is an approved participant of the PerformaLink® Warranty Program. The connectivity equipment used in the network must be supplied by one or more of the approved suppliers AND each component must be manufactured, tested, and independently verified by UL, ITS/ETL, or any approved independent testing agency to meet the TIA 568 series industry standard in force at the time of purchase. The companies currently recognized as approved connectivity suppliers are:

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|---------------|--------------------|--------------------------|
| • 3M | • Hellermann Tyton | • Systimax/
CommScope |
| • ADC/Krone | • Hubbell | • Uniprise/
CommScope |
| • AllenTel | • Molex | • US Conec Ltd. |
| • AMP/Tyco | • Ortronics | |
| • Belden IBDN | • Panduit | |
| • Corning | • Siemon | |

3. All cables covered by the Campus Warranty must be installed in accordance with industry accepted practices;
4. Each copper pair and each optical fiber link covered by the Campus Warranty must be tested in accordance with industry practices for proper operation and customer acceptance. The following field testers are acceptable for use to certify installations for warranty coverage:

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| FLUKE NETWORKS: | IDEAL INDUSTRIES: | AGILENT: |
| • DSP-4000 Series | • LANTEK® 6, 6a, | • WireScope 350 |
| • DTX Series | • 7, 7g Series | • WireScope Pro |
| • OMNIScanner 2 | • LT 8000 Series | |
| PSIBER DATA SYSTEMS: | • LANTEK II 350, | JDSU: |
| • WireXpert | • 500, 1000 | • Certifier40G |
| | • and LANTEK II | • T-BERD® Optical |
| | • FiberTEK FDX | • Fiber OTDR and LTS |

Utilized test equipment must have valid certificate of calibration at time of testing;

5. Campus Warranty application form must be properly completed and submitted to Superior Essex within 10 days of installation completion;
6. Data must be submitted in the original native file format of the tester used in the installation and submitted via CD or electronically with the warranty application form. Text or spreadsheet files will not be accepted;

7. Copies of all test reports along with a copy of the original warranty application form must be kept on file by the customer for submission to Superior Essex in the event of a warranty claim; and
8. Superior Essex has issued a registered warranty certificate to the customer for the Campus Warranty.

The Campus Warranty will be void unless the cable products are maintained in accordance with industry standards and no changes are made after warranty issuance and acceptance date, unless Superior Essex grants written consent. This warranty does not cover product failures caused by damage to the cable by persons, machinery, foreign objects, animals, chemicals, acts of God, or by other means that are beyond normal use.

ADMINISTRATION

To receive the Campus Warranty, all customers must complete and return the Campus Warranty Application Form to Superior Essex within 10 days of installation completion. Warranty applications will be approved or disapproved with a response sent to the applicant.

Warranty applications may be sent using one of the addresses below:

1. Campus Warranty Superior Essex
6120 Powers Ferry Road, Suite 150
Atlanta, GA 30339-2923
2. E-mail: Warranties@SPSX.com
3. Fax: 770.657.6770

CLAIMS, EXCLUSIVE REMEDIES AND DISCLAIMERS

The validity of any warranty claim shall be determined by Superior Essex in its sole discretion. A claim will be reviewed for validity only if all of the following are satisfied:

1. Reported in writing to Superior Essex within ten (10) days of date of defect discovery;
2. All installation records are provided to Superior Essex (original network installation design prints, test results, warranty registration) evidence of original test, including reports showing passing test results for each optical link or copper pair;
3. Copies of all original receipts for materials and labor from the date of initial installation are provided to Superior Essex; and
4. Superior Essex has full and open access to inspect and evaluate the products and the installation site.

As customer's sole and exclusive remedy and Superior Essex's entire liability for any breach of the foregoing Campus Warranty, Superior Essex will at its sole option i) either replace or repair the defective components at its sole option and expense or ii) reimburse customer for necessary and reasonable labor costs provided prior approval is obtained from Superior Essex. Superior Essex's total liability under this Campus Warranty shall not exceed \$500 per each cable run.

EXCEPT WITH RESPECT TO THE SPECIFIC WARRANTIES SET FORTH HEREIN, SUPERIOR ESSEX MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, INSTALLATION OR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.