

# PermaLink® Warranty

## Terms and Conditions

### WARRANTY

The PermaLink® Warranty provides that at the time of delivery, the premises copper cables (e.g. CAT 5e, CAT 5e ScTP, CAT 6, CAT 6 ScTP, CAT 6A STP, CAT 6A ScTP) and premises fiber optic network installations will conform substantially to the TIA 568 series industry specifications in force at the time of purchase for a period of twenty-five (25) years from the delivery date (the "PermaLink Warranty").

### SCOPE

The PermaLink Warranty covers the permanent link of the network as defined by the ANSI/TIA/EIA-568-B series, which includes the cable and connecting hardware. The PermaLink Warranty does not cover other elements of the channel, such as patch cords and workstation cords.

### QUALIFICATION

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

- 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:
  - 3M
  - ADC/Krone
  - AllenTel
  - AMP/Tyco
  - Belden IBDN
  - Corning
  - Hellermann Tyton
  - Hubbell
  - Molex
  - Ortronics
  - Panduit
  - Siemon
  - Systemax/CommScope
  - Uniprise/CommScope
  - US Conec Ltd.
- The network system must be designed and installed by "BICSI Certified" or Superior Essex approved designers and installers;
- Each link in the network must be field tested in accordance with the TIA 568 series industry standard in force at the time of purchase AND the installed network links must have passed all TIA 568 requirements;
- PermaLink Warranty application form must be properly completed and submitted to Superior Essex within 10 days of installation completion;
- Data must be submitted in the original native file format of the tester (see below) used in the installation and submitted via CD or electronically with the warranty application form. Text or spreadsheet files will not be accepted;
- Copies of all test reports must be submitted along with the warranty application form to Superior Essex and be kept on file by the customer to be resubmitted when requested by Superior Essex;
- The following field testers are acceptable for use to certify installations for warranty coverage:

<b>FLUKE NETWORKS:</b>	<b>IDEAL INDUSTRIES:</b>	<b>AGILENT:</b>
<ul style="list-style-type: none"> <li>DSP-4000 Series</li> <li>DTX Series</li> <li>OMNIScanner 2</li> </ul>	<ul style="list-style-type: none"> <li>LANTEK® 6, 6a, 7, 7g Series</li> <li>LT 8000 Series</li> <li>LANTEK II 350, 500, 1000 and LANTEK II FiberTEK FDX</li> </ul>	<ul style="list-style-type: none"> <li>WireScope 350</li> <li>WireScope Pro</li> </ul>
<b>PSIBER DATA SYSTEMS:</b>		<b>JDSU:</b>
<ul style="list-style-type: none"> <li>WireXpert</li> </ul>		<ul style="list-style-type: none"> <li>Certifier40G</li> <li>T-BERD® Optical Fiber OTDR and LTS</li> </ul>

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

- Superior Essex has issued a registered warranty certificate to the customer for the PermaLink® Warranty.

The PermaLink Warranty will be void unless the system is maintained in accordance with industry standards and no changes are made after warranty issuance and acceptance date, unless Superior Essex grants written consent.

### ADMINISTRATION

To receive the PermaLink Warranty all customers must complete and return the PermaLink Warranty application form within 10 days of installation completion. Test data must be sent electronically.

Warranty application will be approved or disapproved with a response sent to the applicant. Warranty applications may be sent using one of the addresses below:

- PermaLink® Warranty Superior Essex  
6120 Powers Ferry Road, Suite 150  
Atlanta, GA 30339-2923
- E-mail: [Warranties@SPSX.com](mailto:Warranties@SPSX.com)
- 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:

- Reported in writing to Superior Essex within ten (10) days of date of nonconformity discovery;
- All installation records are provided to Superior Essex (original network installation design prints, test results, warranty registration) evidence of original test, including reports showing compliance to all applicable TIA 568 requirements;
- Copies of all original receipts for materials and labor from the date of initial installation are provided to Superior Essex; and
- Superior Essex has full and open access to inspect and evaluate the products and installation site.

As customer's sole and exclusive remedy and Superior Essex's entire liability for any breach of the foregoing PermaLink 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 hereunder to the customer shall not exceed \$500 per each network permanent link or end-user drop.

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.