

# PANDUIT® Certification Plus<sup>SM</sup> System Warranty

Panduit Corp. and Approved Cable Mfr. warrant for a period of **15** years from the date of registration to

«strCName» @ «strCAddress», «strCCity», «strCState» «strCZip» «strCCountry»

herein after known as “customer”, for the structured cabling system designated as

«strPName» @ «strPStreet», «strPCity», «strPState» «strPZip» «strPCountry»

1. That each registered link and/or channel will meet or exceed the performance requirements of the designated link and/or channel classification defined in the Commercial Building Telecommunications Cabling Standards listed on this certificate, provided it is installed in accordance with the designated standard classification.
2. That each registered link and/or channel will support all current and all future network applications designed to run on the designated link and/or channel classification defined in the Commercial Building Telecommunications Cabling Standards listed on this certificate, provided the network equipment operates in accordance with the designated standards, and the connectivity hardware, the cabling, and the installation meet the performance specifications of the designated standards classification.
3. That all connectivity hardware and cable used in the structured cabling system will be free of defects in material and workmanship under normal handling and use.

In the event that any of Panduit/approved cable mfr. connectivity hardware and/or cable used in the structured cabling system fails to perform as specified above in #'s 1 - 3, Panduit/approved cable mfr. will repair and/or replace the defective connectivity hardware and/or cable ourselves or will contract a Panduit Certified Installer to complete this work in accordance with the limitations set forth in this Certification Plus<sup>SM</sup> System Warranty.

For this warranty to be valid:

- The customer must verify that the structured cabling system has been designed, installed and maintained throughout the warranty period per the Commercial Building Telecommunications Cabling Standards listed on this certificate, as well as all manufacturers’ guidelines and instruction sheets, except where authorized in writing by the Certification Plus<sup>SM</sup> System Warranty Program Manager.
- Each registered cable link and/or channel must be 100 % constructed of Panduit connectivity hardware and approved cable mfr.’s cable for the designated link and/or channel classification defined in the Commercial Building Telecommunications Cabling Standards listed on this certificate.
- The customer must comply with the terms and conditions set forth in this warranty and the Certification Plus<sup>SM</sup> System Warranty Guide, Form # H2-2692 of the same revision as this warranty.

Warranty Number: [ SW0000 ]

Date Warranty was Issued: [ Date ]

**\*\*\*SAMPLE CERTIFICATE\*\*\***

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**SYSTEM PROFILE** - Date Test Reports were submitted for warranty: «dtmTestDate»

<b>COPPER LINKS SUBMITTED FOR WARRANTY</b>			<b>FIBER LINKS SUBMITTED FOR WARRANTY</b>		
Profile Type:	Quantity:	Classification:	Profile Type:	Quantity:	Classification:
«strCHProfile1»	«IngCHQuantity1»	«strCHClass1», «strCHLinkType1»	«strFHProfile1»	«IngFHQuantity1»	«strFHClass1», «strFHLinkType1»
«strCHProfile2»	«IngCHQuantity2»	«strCHClass2», «strCHLinkType2»	«strFHProfile2»	«IngFHQuantity2»	«strFHClass2», «strFHLinkType2»
«strCBProfile1»	«IngCBQuantity1»	«strCBClass1», «strCBLinkType1»	«strFBProfile1»	«IngFBQuantity1»	«strFBClass1», «strFBLinkType1»
«strCBProfile2»	«IngCBQuantity2»	«strCBClass2», «strCBLinkType2»	«strFBProfile2»	«IngFBQuantity2»	«strFBClass2», «strFBLinkType2»

Standards

are the only controlling Commercial Building Telecommunications Cabling Standards for this *structured cabling system* performance warranty.

- In order for the structured cabling system or additional links and/or channels to be eligible for warranty coverage, they must be installed by a Panduit Certified Installer who is approved and certified at the time of installation of the project and on the date this Warranty was issued as indicated below.
- In order for the structured cabling system or additional links and/or channels to be eligible for warranty coverage, a valid copy of a certified passing test report as defined in the Certification Plus<sup>SM</sup> System Warranty Guide, Form # H2-2692 must be submitted to and received by the Certification Plus<sup>SM</sup> System Warranty Program Manager prior to the date of registration of each link and/or channel.

Warranty Number: [ SW0000 ]

Date Warranty was Issued: [ Date ]

**\*\*\*SAMPLE CERTIFICATE\*\*\***

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- In the event of a performance problem the customer must resolve all non-connectivity hardware and non-cable related causes and contact the original Panduit Certified Installer to verify that the system has been designed, installed and maintained per the applicable Commercial Building Telecommunications Cabling Standards except where the Certification Plus<sup>SM</sup> System Warranty Program Manager has previously authorized exceptions to these standards in writing. If the performance problem persists, the customer should contact the Certification Plus<sup>SM</sup> System Warranty Program Manager for corrective action within 10 days of the original performance problem.
- This warranty does not cover defects where the structured cabling system has been subjected to misuse, abuse, neglect, accidental damage, fire, flood, water submersion, explosion, acts of God, war or terrorism, improper repair, alteration, installation or design, or any other events outside of Panduit's control.
- THIS WARRANTY DOES NOT COVER THE INSTALLATION OR MAINTENANCE OF THE SYSTEM OR PRODUCTS NOT SPECIFICALLY DESIGNATED FOR USE UNDER THE TERMS OF THE CERTIFICATION PLUS<sup>SM</sup> SYSTEM WARRANTY. THIS WARRANTY IS VOID IF THE DEFECTIVE LINK AND/OR CHANNEL IS COMPRISED OF COUNTERFEIT PRODUCTS.
- UNDER NO CIRCUMSTANCE, SHALL PANDUIT AND/OR APPROVED CABLE MFR. BE OBLIGATED TO PAY FOR REPAIRS, WHICH EXCEED THE ORIGINAL AMOUNT PAID BY THE CUSTOMER FOR THE PANDUIT CONNECTIVITY HARDWARE AND/OR APPROVED CABLE MFR. CABLE IN THE STRUCTURED CABLING SYSTEM. SUBJECT TO THE FOREGOING AND TO THE OTHER TERMS AND LIMITATIONS OF THIS WARRANTY, REPAIR AND/OR REPLACEMENT OF THE CONNECTIVITY AND/OR CABLE USED IN THE DEFECTIVE LINK AND/OR CHANNEL IS PANDUIT'S AND APPROVED CABLE MFR.'S SOLE AND EXCLUSIVE OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.
- **THIS WARRANTY IS MADE IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR USE, NON-INFRINGEMENT OR ANY OTHER MATTER. PANDUIT SHALL NOT BE LIABLE FOR ANY OTHER INJURY, LOSS OR DAMAGE, WHETHER DIRECT OR CONSEQUENTIAL, ARISING OUT OF THE USE OF, OR THE INABILITY TO USE, THE SYSTEM. IN NO EVENT WILL PANDUIT BE LIABLE FOR ANY INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOST DATA, TIME, PROFITS, REVENUES OR ANY OTHER ECONOMIC DAMAGES ARISING OUT OF THE USE OF OR THE FAILURE OF A SYSTEM.**
- 4. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, USA and any disputes hereunder or relating hereto shall be subject to the jurisdiction of the courts of the State of Illinois, USA.

**SAMPLE ONLY**

**(Certification Plus<sup>SM</sup> System Warranty Program Manager \*)**

Warranty Number: [ SW0000 ]

Date Warranty was Issued: [ Date ]