

## A Warranty You Can Trust – The Complete Guide

### The CommScope Enterprise 20-Year Extended Product Warranty and Applications Assurance Program

In an age when network infrastructure is an essential fabric of an organization, it is important to have complete confidence in your connectivity supplier's warranty. Organizations can rely on the CommScope Enterprise 20 Year Extended Product Warranty and Applications Assurance (full text of the SYSTIMAX®, Uniprise® and Wired for Wireless® warranties are included in the appendices of this document). The CommScope warranty states that installations of CommScope Enterprise products will meet the relevant CommScope performance specifications for such products, which include all key electrical and optical parameters as specified by relevant international and regional cabling standards. It offers a 20-year warranty on components and cabling channel specifications, providing comprehensive coverage and assurance for a wide range of applications including voice, data, video, and building management. Taking this warranty one step beyond current applications, the CommScope Applications Assurance uniquely covers any future applications introduced by recognized standards bodies or user forums that utilize the relevant channel specifications in the ISO/IEC 11801 or TIA/EIA 568-C standards. These comprehensive application assurances are possible because CommScope Labs has an industry-leading applications test program that includes sophisticated performance modelling and stringent testing of network applications. Its results are compiled into a collection of Application Guides and a Performance Specifications covering more than 50 applications and their implementation over copper and fiber optic media. The CommScope Applications Assurance covers all major enterprise applications ranging from telephony and Gigabit Ethernet to cable TV and building management systems. This exceptional expertise provides the technical foundation in both cabling solutions and applications to enable the CommScope Warranty to extend to future, as yet undefined applications.

All eligible installations receive the Extended Product Warranty and Applications Assurance as soon as they are completed and registered by an approved Enterprise BusinessPartner. The Warranty may be transferred to a new site owner if it is required by the End User and a site inspection, subject to CommScope approval, is performed to ensure it is still in compliance with the CommScope design guidelines and installation procedures.

All CommScope products are developed in industry-leading laboratory facilities where they are designed and tested using advanced techniques. They are also manufactured in dedicated factories and installed by our network of highly skilled and approved Enterprise BusinessPartners. As a result, CommScope Enterprise cabling systems are warranted to give users outstanding service for 20 years, which we believe is the best product warranty and applications assurance in the industry.

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## Warranty Registration Procedure

- 1.1 Eligible installations that comply with all CommScope design, engineering and installation procedures and utilize CommScope approved components can be registered for a CommScope 20 Year Extended Product Warranty and Applications Assurance by approved BusinessPartners.
- 1.2 Site registration requests are submitted on-line via the CommScope Warranty Registration System.
- 1.3 In order to submit a site registration request, the BusinessPartner must have qualified personnel that have successfully completed the relevant design and installation courses and any required updates. The warranty system will not accept any warranties without training requirements having been met.
- 1.4 iPatch warranties are also submitted via the warranty system and have additional requirements as listed in 7.1 - 7.5.
- 1.5 Site registration requests may be submitted by certified personnel or designated BusinessPartner administrator(s) with active accounts in the BusinessPartner Management System.
- 1.6 Installations to be registered must adhere to all CommScope design, engineering and installation procedures and must utilize authorized CommScope components throughout the installation. Any exceptions shall be communicated to CommScope staff in the registration request by notation in the comments fields provided. The registration will not cover CommScope components not purchased from an approved reseller (BusinessPartner, distributor etc), or any products or components not manufactured by CommScope.
- 1.7 Upon completion of the installation to be registered, the approved BusinessPartner personnel must submit the registration request on-line, and the request will be automatically forwarded to the relevant CommScope warranty approver for that country or region.
- 1.8 The certified BusinessPartner personnel may be requested to provide additional relevant information in order for the site registration request to be processed. This information may include all or any of the following: site schematics and/or drawings, test reports, bill of materials, and any other relevant information regarding design and installation practices.
- 1.9 CommScope technical support staff reserve the right to audit sites to verify design and installation quality, and/or perform audits at the request of the BusinessPartner and/or End User, as appropriate (consult your CommScope representative to determine if any travel and living charges will apply). Any design or installation faults identified during an audit performed prior to site registration shall be corrected by the BusinessPartner before the site is registered for the Extended Product Warranty and Assurance Program. The BusinessPartner is also responsible to correct any design or installation faults identified during a site audit that takes place after registration, with any corrective action conducted in a schedule that is acceptable to the End User.

- 1.10 Once the CommScope warranty approver reviews and approves the registration request, the BusinessPartner will receive an email notification that the request has been approved. This email notification is only intended to advise the BusinessPartner that the site registration documents (see 1.11) are being forwarded via the appropriate channel, and is not to be used as proof of site registration. The BusinessPartner can access BMS to download a copy of the warranty certificate.
- 1.11 Once a registration is approved, CommScope will email the End User a notification that their warranty has been approved and the relevant documents are available for download. These documents include:
- A Numbered Registration Certificate
  - Warranty terms and conditions for all relevant solutions
  - A customer feedback survey
- 1.12 The BusinessPartner must retain copies of the Bill of Materials, Test Reports, and relevant drawings, for the term of the warranty (20 years). BusinessPartners may be required to provide documents to CommScope in connection with any claims concerning the installation.
- 1.13 Upon End User's request the BusinessPartner may also have to provide the relevant administration records for the installation and the relevant CommScope Performance Specification(s).
- 1.14 CommScope will endeavour to process the warranty registrations within twenty (20) business days starting from the date when all required information and/or clarification details have been received by CommScope.

## **2. Additions to Registered Sites**

- 2.1 Additions to registered sites ("Addition(s)") will be covered under the original certification (and starting from the date of the original certification), unless the Addition is clearly distinct from the existing installation (i.e. if the Addition comprises of a new floor, or a new building in a campus).
- 2.2 Additions including a number of links or channels exceeding 10% of the original installation must be registered separately from the original registration. If, in the sole opinion of CommScope, the Addition is covered under the original certification as stated in 2.1 (i.e. if it is comprised of cable runs added on the same floor and/or not clearly distinct from the existing installation), a new certificate will not be issued.
- 2.3 A separate registration certificate will be issued for an Addition only if the Addition is clearly distinct from the original installation (i.e. a new floor, or a new building in a campus).
- 2.4 Please contact your local CommScope representative if further clarification is needed regarding Additions to registered sites.

### **3. Registration Requirements**

Authorized BusinessPartner personnel listed in the registration of a CommScope installation must have successfully completed the relevant CommScope Design & Engineering and Installation & Maintenance training courses for the CommScope Solution being registered (also see sections 4 and 5 below).

The CommScope registration procedure is detailed in the Design and Installation training courses and includes the following:

- Explanation of the 20 Year Extended Product Warranty and Applications Assurance Program.
- Review of the registration procedure and relevant documents.
- Business issues and implications concerning the 20 Year Extended Product Warranty and Applications Assurance Program.
- Liabilities of parties concerning the 20 Year Extended Product Warranty and Applications Assurance Program.
- Escalation procedures in rectifying any claims made concerning the 20 Year Extended Product Warranty and Applications Assurance Program.

### **4. Designer Responsibilities**

- 4.1 Initial cabling design must be performed and/or validated by a designer holding a valid Design and Engineering training certificate and ID badge (where applicable) for the CommScope Solution being registered, and having completed any required updates.
- 4.2 The designer is responsible for pre-installation site surveys, verification of component selection, cable pathway selection and installation quality.
- 4.3 The designer is responsible for site audits, including pre-installation visit, ongoing installation audit(s) and final audit before applying for site registration.
- 4.4 The designer (or a designated administrator) must complete and submit the online registration request.
- 4.5 The designer must arrange for site visits by CommScope personnel as required.

### **5. Installer Requirements**

- 5.1 CommScope cable handling, placing and routing must be supervised by personnel having a valid CommScope installation training certificate and ID badge (including required updates) for the CommScope Solution.
- 5.2 Certified Installers performing copper and fiber optic cable terminations must have a valid installation training certificate and ID badge, and must have attended any required updates.

## 6. Testing Requirements

Before testing is conducted, the cabling system must pass visual inspection to verify that the installation complies with all CommScope design and installation guidelines. In the event that the installation does not comply with all CommScope design and installation guidelines, any deviations must be corrected, before any performance test will be accepted as proof of installation quality.

The following test procedures are used before registering CommScope installations:

- Continuity testing to detect pair continuity, opens, shorts, reversals and transpositions is mandatory for all installations and must be performed on 100% of twisted pair copper cabling runs.
- 100% of optical cabling runs must pass point-to-point Optical Loss tests (the recommended test procedure are detailed in the document “CommScope Field Testing Guidelines for Optical Fiber Systems”, and are also included in the Installation and Maintenance course material).
- Performance testing of twisted pair copper installations is recommended but not mandatory for SYSTIMAX installations, but is required for Uniprise and Wired for Wireless installations. To perform these tests, approved test sets and adapters should be used.
- All Wired for Wireless cabling runs must be tested for, and comply with, the specified limits for Insertion Loss and DTF-Return Loss, and the test results must be submitted to CommScope for evaluation.

## 7. Registration of SYSTIMAX iPatch® Installations

For registration of iPatch installations, the following additional requirements apply:

- 7.1 The configuration and installation of the iPatch System hardware shall be supervised by a SYSTIMAX iPatch Hardware Installer having successfully completed the SYSTIMAX iPatch Design & Engineering (SP/ND5500) course or 360 Solutions course (SP/ND3360).
- 7.2 Any moves, adds and changes to the iPatch hardware configuration shall be supervised by a SYSTIMAX iPatch Hardware Installer having successfully completed the SYSTIMAX iPatch Design & Engineering (SP/ND5500) course or 360 Solutions course (SP/ND3360).
- 7.3 The installation and configuration of the iPatch System Manager software and the initial database shall be performed by a SYSTIMAX Certified iPatch Support Specialist (“CISS”) having successfully completed courses SP/ND5500, ND5510 and any relevant updates.
- 7.4 Operation of the iPatch System Manager software shall be performed either by a SYSTIMAX CISS having successfully completed courses SP/ND5500, ND5510 and any relevant updates or by End User personnel trained in the correct use of the software by a SYSTIMAX CISS.
- 7.5 Software support requests to CommScope staff should only be submitted by SYSTIMAX CISS having successfully completed courses SP/ND5500, ND5510 and any relevant updates.

# End User Survey

The End User will be asked to complete the following questions:

CommScope Customer Survey

English

Please Complete the survey questions shown below:

**Pre-Sales Questions:**

1. Please rate the BusinessPartner's ability to match CommScope's products and solutions to your business problems/objectives.  
Satisfied
2. Please rate their responsiveness.  
Very Satisfied
3. Please rate their technical skill level.  
Satisfied
4. Please rate their professionalism in all pre-sales engagements  
Very Satisfied

**Installation Questions:**

5. Please rate the BusinessPartner's familiarity and understanding of the CommScope Solution they were installing.  
Very Satisfied
6. Please rate their technical ability during the installation.  
Very Satisfied
7. Please rate their responsiveness during the installation.  
Satisfied
8. Please rate their professionalism during the installation.  
Very Satisfied

**Closing Questions:**

9. Please rate your overall satisfaction with the BusinessPartner.  
Very Satisfied
10. Please rate your overall satisfaction with the CommScope solution installed.  
Very Satisfied

**Final Question:**

11. Would you like to be contacted by CommScope to provide more information?  
Yes

Submit Survey

Once the End User completes the survey, they will be given the option of downloading their warranty certificate.

**Thank You for completing the CommScope Customer Survey**

**Your warranty can be downloaded by clicking on the following link:**

**Download Warranty Certificate**

**COMMSCOPE®**

The SYSTIMAX® Network Infrastructure Solution  
installed at

**Company xyz**

Address line 1  
Address line 2  
Address line 3  
Address line 4  
Address line 5

by

**Company xyz**

ID: XXXX

Was registered under the SYSTIMAX Network Infrastructure Solution  
20-Year Extended Product Warranty and Application Assurance Program

See Terms and Conditions included with this document

Warranty Manager

12345  
Warranty Registration Number

XX/XX/2011  
Certification Date

## End User Claims Process for Passive CommScope Products

The CommScope 20-Year Extended Product Warranty and Application Assurance applies exclusively to CommScope Infrastructure Solutions that are comprised only of CommScope certified end-to-end products purchased from and installed by an approved BusinessPartner, used at the original site of installation, and registered with CommScope as evidenced by a numbered registration certificate issued by CommScope. This warranty is for the sole benefit of the person or entity to whom the CommScope registration certificate is issued and any successor in interest to the site in which such registered solution was originally installed (the person or entity to whom the CommScope registration certificate is issued and any successor in interest to the site is hereinafter referred to as the "End User"). For additional details regarding the CommScope 20 Year Extended Product Warranty and Application Assurance please consult the relevant terms and conditions detailed in Appendices 1 to 3. To ensure that the terms and conditions of the 20 Year Extended Product Warranty and Application Assurance are applicable, in the unlikely event that the End User encounters a product or application failure that is related to the registered installation, the following claims process must be followed:

1. After the End User has investigated all potential causes of a product or application failure that are not CommScope solution related and has determined that none of these potential causes is responsible for the product or application failure, the End User must notify the approved BusinessPartner that performed the original installation and site registration, or CommScope, of the claim and seek assistance. The End User must notify CommScope in writing of any warranty claim of which it is aware within 30 days after the End User knows or reasonably should know of the claimed defect.
2. If, after investigation, the BusinessPartner determines that the claim is due to a suspected faulty component that is covered by the Extended Product Warranty, the BusinessPartner will replace the faulty component at no cost to the End User (subject to prior written authorization from CommScope).
3. If, after investigation, the BusinessPartner is unable to determine the cause of the problem, the BusinessPartner will contact the local or regional CommScope office or CommScope Authorized Distributor for assistance.
4. CommScope engineering/support staff and the BusinessPartner will review the relevant details of the claim to verify its validity, identify potential causes and agree on any remedial action as appropriate.
5. If necessary, after all the relevant data has been provided to CommScope, CommScope technical support will be dispatched to the installation to verify that it conforms with all CommScope Design and Installation guidelines as submitted in the registration for the 20 Year Extended Product Warranty and Application Assurance.
6. If after the above investigations CommScope determines that the registered CommScope product is defective, CommScope will (or will authorize a BusinessPartner to) either repair or replace the defective registered CommScope product. CommScope will pay an approved BusinessPartner for the cost of labor to repair or replace any such defective product on behalf of CommScope, provided, that such repair or replacement and associated labor costs receive the prior written approval of CommScope. If CommScope chooses to repair products, CommScope may use new or reconditioned replacement parts. If CommScope chooses to replace products, CommScope may replace such products with new or reconditioned products of the same or similar design. Any such repair or replacement will be warranted for either (a) 90 days or the remainder of the original twenty-year warranty period, whichever is longer.

7. If CommScope determines that the problem is due to incorrect use of components, improper installation, or violation of CommScope Design & Engineering guidelines, it should be the BusinessPartner's responsibility to correct the identified problem at no charge to the End User (unless the BusinessPartner or CommScope determines that the incorrect use of components, improper installation, or violation of CommScope Design & Engineering guidelines has been the result of End User actions or events outside of the BusinessPartner's control).

*Note 1: Repair or replacement of the registered CommScope product by an approved BusinessPartner or CommScope is the End User's exclusive remedy under the 20 Year Extended Product Warranty and Application Assurance. If the End User is unable to contact the approved BusinessPartner that performed the original installation and site registration, the End-User must contact CommScope for assistance before engaging another installer or BusinessPartner for investigation or repairs. If the approved BusinessPartner that performed the original installation and site registration is no longer available, CommScope will assign an approved BusinessPartner to carry out the repairs. The End User will be invited to propose a preferred approved BusinessPartner, and the End-User preference will be taken into consideration, but CommScope retains the right to select the approved BusinessPartner that will carry out the repairs.*

*Note 2: Unless installed by an approved BusinessPartner as part of a CommScope installation that has been registered for the 20 Year Extended Product Warranty and Application Assurance, as evidenced by a numbered registration certificate issued by CommScope, installed passive products are covered by a one-year product warranty.*

## How to Assess A Cabling System's Extended Warranty and Avoid Common Problems

Discussion about warranties, and an End Users subsequent selection of a cabling system based on the warranty, hinge on three important factors:

- 1) Assurance – what the End User expects, wants and needs from the warranty
- 2) Cost – what the End User is prepared to pay for the warranty
- 3) Risk – What the End User stands to lose by skimping on the warranty, or by not getting what they thought they were buying.

Whatever balance of these three factors is relevant to the End User, the potential outcome is probably going to be the same if the warranty does not live up to expectations.

- **Potential future for claims**
- **Failure of system to perform – resulting in unhappy users, lost business, disputes, arbitration and possibly litigation**
- **Potential project delays leading to increased project costs**
- **Additional legal and specialist consultancy fees**
- **Reputation damaged – ‘Not IT savvy and capable’**
- **Loss of repeat business**

So what should End Users consider when selecting a cabling system, and specifically the warranty associated with it? Read on.

### **Don't compare cabling systems with extended warranties by price alone, avoid warranty potholes!**

The commercialization of the networking market has dangerously jaded End Users if they shop for cabling systems by price alone. End Users do get what they pay for. We believe the lowest price probably has the highest risk of a warranty that could leave users with worthless paper. If they undersell the competition too much, something must give, it could mean underfunding the support for End Users warranty claims. Beware of buying the lowest cost systems and warranties, because they may not live up to End User expectations. Many companies advertise long-term warranties, often with no or limited documentation to view first to compare. If End Users can't get information on a company's warranty, then don't buy from them. Some warranties can exclude lots of coverage, they might make up reasons to reject End Users warranty claims, leaving the End User with few covered repairs, or require End Users to pay for repairs first then fight for reimbursement after.

It is recommended to deal directly with the manufacturer, or their approved BusinessPartners, so End Users can research their capability and support before purchasing a system with a warranty.

### **“Product” warranties vs. “Application Assurance” warranties**

Is the End User’s warranty repair due to failure from a “product” or is it “application assurance”? End Users want warranty coverage for BOTH! Many warranty failures can be application assurance based, so End Users can bet their low cost “product” warranty system will classify a warranty repair as application assurance and leave End Users to fix the problem. Often the extended warranty sold by companies is a confusing product insurance policy. This is not what End Users want. End Users want both “application assurance” AND “product” coverage in their warranty. Many times, products might work incorrectly when installed in a complete end-to-end solution, they don’t break or fail at a component level, so they are not covered by most product warranties. End Users complain that companies tell them “everything” is covered, giving them a false sense of security. If End Users don’t get an application assurance type of warranty, they’ll get left in a mess. CommScope combines application assurance and product, all in one extended warranty.

### **Deal With an Established Company**

End Users want a company who can support their claims. They want a well-funded, financially stable company that markets and administers their own warranty and can deal with them locally. CommScope, with over 30 years of proven track record, also administers their own warranties, and probably has the highest level of technical expertise, manufacturing capability and field inventory to back up any potential claim.

### **Understand Warranty Coverage Before End Users Buy**

End Users often buy warranties without considering what they are buying. They sometimes look at the extended warranties as an afterthought or a ‘tick in the box’ on a proposal document, not knowing the coverage for their system. End Users hear “extended warranty” and think they are protected by a golden umbrella covering all that goes wrong. Likewise, End Users fail to read their warranty, fail to understand coverage, fail to adhere to proper guidelines, then wonder why their warranty claim was rejected.

Pay attention to how companies treat End Users during the cabling quote process. Do they trash their competition instead of walking End Users through their own system and warranty merits? Are they quick to point out complaints of others? Do they redirect End Users from their own small-print clauses to meaningless items not covered by a competitor’s warranty? Also beware of the phrase: “It’s the same but cheaper”. If a company’s product is as good as they claim, they should not need to play off the reputation of a competing company to make the sale.

### **Check The Warranty Before End Users Buy, NOT After They Buy!**

Don’t leave a contract discussion with a false sense of security that End Users have a warranty protecting them from everything. Some warranties have so many small-print clauses they’ll be lucky if the claims are paid. Warranty exclusions are printed in the policy book which might conveniently arrive after End Users buy their system. The more users dig, the more they’ll find. If a company can’t show End Users a copy of the warranty, DON’T BUY THE SYSTEM AND WARRANTY! Sales brochures are not warranties. Quotes from salespeople are not warranties. Before End Users buy they want to see IN WRITING “What is not Covered”.

The supplier should be able to fax or email the warranty to the End User upon request. If they do not or cannot, DO NOT BUY FROM THEM! If a product in question is not listed or implied by the “What Is Covered” list, then it is probably not covered, and check the “What Is Not Covered” list, but verify it with the company. The marketing sheet shown to End Users is not a warranty. If a data sheet is all they show End Users, don’t buy. End Users will be surprised what’s not covered thanks to small-print clauses not shown on marketing data sheets.

**WARNING! Some manufacturer extended warranties DO NOT pay for parts and labor reimbursement during the warranty period!**

### **After End Users Buy Their Cabling System With Extended Warranty**

The End Users work is not done. Extended warranties warn users to maintain their system

according to the manufacturer's instructions, perform all the required maintenance, moves, adds and changes through approved installers. So be sure that End Users are getting a warranty from a company that has a complete set of design and installation documentation to support their system. It is surprising how many don't.

### **Makes Sure End Users Are Getting Value**

Determining the value of an extended warranty is in the eye of the beholder. For some, it offers security and peace of mind knowing their investment is protected. Others believe it's a worthless piece of paper, sold only to raise profile while appearing to provide a value, but in reality the products are so well-made that the warranty won't be used 99-out-of-100 times.

To help ensure End Users not feeling the latter of these situations, the following is useful advice.

#### **Do's**

- Ensure End Users have the correct specialist expertise
- Allow for the 'upfront' resource to pre-qualify
- Ideally pre-qualify the manufacturer / solution & installer
- Use a professionally designed pre-qualification procedure
- Ensure performance is channel based and application linked and part of pre-qualification
- Examine the warranty and sales conditions in detail
- Ensure the manufacturer has detailed Design and Installation documentation and installer training program
- Choose an 'appropriate' installer from approved list
- Ensure End Users get trained installers on-site
- Include QA procedure by trained 'independent' personnel
- Design a test regime to ensure installed compliance

#### **Don'ts**

- Choose 'Hybrid' solutions
- Choose a manufacturer without R&D ability and local support
- Specify standards unless the End User understand their limitations
- Rely on independent testing unless the user knows the detail
- Lose control at the tendering stage
- Let a contractor choose a product for the End User (it will likely be based on cost alone)
- Attempt to verify product performance post installation using field testing, be sure upfront
- Rely solely on a field test at the end of the project, it's too late by then if all goes wrong!

### **Assess the Risk Versus The Reward**

After reviewing all the facts surrounding the decision whether or not to select an extended warranty, take a step back and look at the risk versus reward. What's the worst possible damage that could happen to the network, and how strongly will the manufacturer stand by their product? It's often an unanswerable question and standard that can't be defined or measured. End Users have to ask themselves the 'what if' questions, and decide if the risk outweighs the reward or vice-versa.

### Tips: Top Extended Warranty Pointers

Which cabling solution and associated extended warranty is a wise purchase depends on estimates-or guesses-on the End User's part. These tips can help End Users make up their minds.

- **Read the terms before they buy:** Most people don't read the terms of the extended warranty beforehand. End Users don't have to read the warranty in the meeting-take it away and evaluate. They can usually see the difference.
- **Determine the coverage term:** Compare the term of the warranty to the building's lifetime requirements, but also ensure that the support is available to back the warranty as the length of a warranty is meaningless if there is inadequate technology, manufacturing and financial capability to cover it.
- **Consider application coverage:** Most policies do cover products that are damaged but avoid coverage for the applications running on the cabling system. End Users will pay more to protect against the 'oops' factor, but it may be worthwhile considering the importance of the network to your business.
- **Know the 'small print' terms:** Watch out for the small print that allows the supplier to change their support and limit their liability.
- **Look for labor cost coverage:** Many extended warranties cover replacing items, but note that it is limited to the product itself. Inclusion of labor cost to replace faulty goods is a sure way of sifting out warranties.

Many cabling system vendors claim to deliver 'guaranteed' performance backed by a warranty. Therefore, it is advisable to fully understand vendors' claims before making a cabling system comparison, as many of the products in the market do not necessarily fully meet the standard specifications in a worst-case channel configuration. Some (and sometimes all) of the following techniques are being used by cabling component and cabling system vendors to claim compliance to the standards.

- 1) **Typical, Nominal or Average** results are commonly used in cabling product and system specification sheets and are sometimes used to show compliance with standard's specifications.

*End Users should demand a minimum guarantee of performance from a reputable manufacturer. However, even minimum guarantees must be scrutinized carefully to ensure that there is no catch in the channel specification.*

- 2) **The Definition of a Cabling Channel** seems simple enough, but it can be used and abused. For example, when the channel is reduced, i.e. if only two connections are used, or different hardware types are used for the cross-connect and outlet, or the results for the two ends of the channel are averaged. Using incorrect products and termination techniques will affect any solution's performance, so this should be one of the first checks to be made of any vendor comparisons.

- 3) **Cable versus Channel Specifications**

It is misleading to qualify a solution based solely on the cable specification or tests, because it does not mean that the solution will meet the channel specification once cords and connections are added. This and the fact that application standards use the channel specification as their reference, is why CommScope has promoted channel claims since the launch of its solutions.

### Standards Compliance is NOT a Warranty

It should be noted that standard bodies produce standards that are a minimum set of requirements for everyone to meet. The standards bodies do not check or verify which manufacturers comply with the standards they have written, as shown in the below extract from a TIA standard document. In fact, no one checks. Manufacturers 'self' certify their products and issue statements of compliance. Sometimes they proceed to tell you where they 'don't comply' in their warranty small print! So the onus is on the consultant and end-user to read the warranties of each manufacturer to understand the 'get out' clauses and to select 'fully compliant' systems.

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### So, How to Choose a Truly Compliant Cabling System?

We believe the ideal warranty is provided and backed by a *single-source, structured cabling solution vendor*, operating its own R&D, Product & Systems Engineering, manufacturing and customer provisioning/technical support organizations. Manufacturing and quality control processes need to be ISO 900X compliant.

Furthermore, the long-term warranty should consist not only of a *product warranty*, which protects the end-user against product defects, but it should also include a comprehensive applications assurance and EMC compliance. Warranty coverage must be well documented and the vendor needs to guarantee in its performance specification all the applications that will function smoothly on the installed cabling system.

The difference we believe between the CommScope Assurance and other 'guaranteed' systems on the market can be clearly stated. Other cabling systems offer 'guarantees' of performance for a number of years, but these are product performance guarantees usually based against the Category product performance program. The CommScope product warranty covers this type of guarantee. CommScope gives the End User the added comfort that the products are not just manufactured to a highest level of performance, but the network applications running over the cabling have been tested and assured by CommScope Laboratories, a world renowned leader in innovative technology. CommScope give assurance of product performance and application support backed by thorough and in depth testing, which means an End User's network will work today and in the future - that's the difference.

At CommScope, the performance of our cabling solutions are based against a defined set of formulas, backed by extensive testing and modeling, giving assurance of performance at any frequency (within the defined frequency bands). This procedure eliminates the confusion of having unrealistic average values or artificially high margins at discrete frequencies. All CommScope performance numbers are specified over the entire frequency range on a swept basis using a large sample of components.

### To prove it, we publish it.....

Performance parameters, equations and figures that clearly detail our claims are freely available for all CommScope solutions. Our claims are backed by extensive test reports and results, using a range of products, configurations and channel lengths.

With careful choice of words, it is possible for products to be presented as similar to ones with far higher performance. With misleading product names and claims becoming a feature of the marketplace, it is vital to choose a trusted supplier with unambiguous, long-term guarantees of "worst-case" performance. In this way End Users can be sure that their cabling infrastructure will be fit to face the future.

## Appendix A SYSTIMAX Warranty

### **The SYSTIMAX® Network Infrastructure Solution 20-Year Extended Product Warranty and Application Assurance**

CommScope Enterprise Solutions (“CommScope”)<sup>1</sup> proudly offers the following limited 20-Year Extended Product Warranty and Application Assurance. This warranty applies exclusively to SYSTIMAX Network infrastructure solutions that are comprised only of CommScope certified end-to-end channel of products purchased from an approved supply channel<sup>2</sup> and installed by a CommScope Authorized BusinessPartner<sup>3</sup>, used at the original site of installation, and registered with CommScope as evidenced by a numbered registration certificate issued by CommScope (such registered SYSTIMAX network infrastructure solutions are hereinafter referred to as “Registered SYSTIMAX Network Infrastructure Solutions”). CommScope offers to the customer of Registered SYSTIMAX Network Infrastructure Solutions the following 20-Year Extended Product Warranty and Application Assurance.

#### **Extended Product Warranty - What Is Covered?**

The Extended Product Warranty covers all properly installed passive Registered SYSTIMAX Network Infrastructure Solution components (i.e. cable, connectivity and accessory components) that are listed in CommScope’s product literature, in effect at the time of installation, as being eligible for a 20-Year Extended Product Warranty. “Passive Components” are defined as components that exhibit no gain or contribute no energy. CommScope warrants, from the date of issuance of the registration certificate or the original installation completion date, whichever is earlier, that the Passive Components of the Registered SYSTIMAX Network Infrastructure Solution will be substantially free from manufacturing defects in material and workmanship under normal and proper use and will materially conform to the appropriate CommScope component specifications in effect at the time of installation, provided that a registration certificate is issued by CommScope to the customer.

#### **Application Assurance - What Is Covered?**

The Application Assurance covers the Registered SYSTIMAX Network Infrastructure Solution sub-systems. A sub-system is comprised of appropriate SYSTIMAX Network Infrastructure cable and connectivity components that make up one of the complete end-to-end SYSTIMAX Network Infrastructure copper or fiber sub-system solutions. CommScope warrants that the Registered SYSTIMAX Network Infrastructure Solution sub-systems will be substantially free from defects that prevent operation of the specific industry application(s) for which the Registered SYSTIMAX Network Infrastructure Solution was initially designed so long as the design is in compliance with the relevant CommScope performance specifications for such applications and is in compliance with all other terms and conditions of this warranty.

The Application Assurance covers the following:

1. that the Registered SYSTIMAX Network Infrastructure Solution sub-systems support applications as specified in the current (at the time of installation) CommScope Application performance specifications and any addenda thereto.
2. that the Registered SYSTIMAX Network Infrastructure Solution sub-systems will meet or exceed the guaranteed solution performance in the appropriate CommScope performance specifications and addenda thereto that is in effect at the time of installation.
3. that the Registered SYSTIMAX Network Infrastructure Solution sub-systems support applications in accordance with industry application standards specifications, as well as any application introduced in the future by recognized network industry standards that use the relevant performance specifications for the Registered SYSTIMAX Network Infrastructure Solution, to the extent that such applications are defined to operate in conformance with the same standards and specifications as those that are included in CommScope’s guaranteed solution performance and/or its installed solution topologies.

**For How Long?**

For twenty years from the date of issuance of the registration certificate or installation, whichever is earlier. Moves, additions, or changes are covered by the original registration certificate if performed by a CommScope Authorized BusinessPartner in compliance with the CommScope design, installation and registration requirements. Day to day administration of the SYSTIMAX Network Infrastructure Solution by the end-user is covered by the original registration certificate if performed in compliance with CommScope guidelines using CommScope approved products.

**What CommScope Will Do**

If this Extended Product Warranty is breached with respect to any passive Registered SYSTIMAX Network Infrastructure Solution component (each such breach a "defect"), CommScope will either, at CommScope's option, (i) repair or replace the defective Registered SYSTIMAX Network Infrastructure Solution component or (ii) credit or refund the purchase price of the defective Registered SYSTIMAX Network Infrastructure Solution component paid to CommScope, in each case provided: (1) the defect appears within the above described warranty period, (2) the end-user notifies CommScope or its Authorized BusinessPartner in writing of the claimed defect within thirty (30) days after the end-user knows or reasonably should know of the claimed defect and (3) CommScope's (or CommScope Authorized BusinessPartner's) examination of the Registered SYSTIMAX Network Infrastructure Solution component discloses that the claimed defect actually exists.

The end-user must follow CommScope's instructions regarding return of defective Registered SYSTIMAX Network Infrastructure Solution components, and no Registered SYSTIMAX Network Infrastructure Solution component will be accepted for repair, replacement, credit or refund without the written authorization of and in accordance with CommScope's instructions. Registered SYSTIMAX Network Infrastructure Solution components returned to CommScope and which have been replaced shall become the exclusive property of CommScope. If CommScope determines that the returned Registered SYSTIMAX Network Infrastructure Solution components are not defective, customer will pay CommScope all costs of handling, inspection, repairs and transportation at CommScope's then prevailing rates.

If CommScope chooses to repair any defective Registered SYSTIMAX Network Infrastructure Solution components, CommScope may use new or reconditioned replacement parts. If CommScope chooses to replace such Registered SYSTIMAX Network Infrastructure Solution components, CommScope may replace such Registered SYSTIMAX Network Infrastructure Solution components with new or reconditioned products of the same or similar design. Any repair or replacement will be warranted for either (a) 90 days or (b) the remainder of the original twenty-year warranty period, whichever is longer.

Under the Application Assurance, after the end-user has investigated all potential causes of an application failure that are not CommScope product related and has determined that none of these potential causes was responsible for the application failure, the end-user must then notify the original installer (a CommScope Authorized BusinessPartner) and request the appropriate action. If the CommScope Authorized BusinessPartner is unable to resolve any defect that caused an application failure, then the CommScope Authorized BusinessPartner will contact CommScope for investigation and resolution. Should the Registered SYSTIMAX Network Infrastructure Solution be unable to support an industry standard application or other application as defined by the Application Assurance, and CommScope determines that such failure arises from a defect in the Registered SYSTIMAX Network Infrastructure Solution, CommScope will provide, at its expense, the expertise, CommScope Products, and reasonable labor required to resolve the defect. CommScope shall only be responsible for labor costs that have received prior written authorization of CommScope.

**Who Is Covered?**

This warranty is for the sole benefit of the person or entity to whom the CommScope registration certificate is issued. This warranty may, upon prior written approval from CommScope, be transferred to a successor in interest to the site in which such Registered SYSTIMAX Network Infrastructure Solution was originally installed.

**Disclaimer; Limitations; Exclusive Remedies**

THIS IS THE SOLE AND EXCLUSIVE WARRANTY FOR REGISTERED SYSTIMAX NETWORK INFRASTRUCTURE SOLUTIONS AND IT SETS FORTH COMMSCOPE'S ENTIRE LIABILITY AND THE END-USER'S SOLE AND EXCLUSIVE REMEDIES REGARDING REGISTERED SYSTIMAX NETWORK INFRASTRUCTURE SOLUTIONS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, TO THE GREATEST EXTENT PERMITTED BY LAW, COMMSCOPE AND ITS AFFILIATES, SUPPLIERS, AND AUTHORIZED BUSINESSPARTNERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHERWISE AND SPECIFICALLY EXCLUDE ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, STATEMENTS, TERMS, AND PROVISIONS, EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE. COMMSCOPE WILL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE COMMSCOPE PRODUCT, OR PROPERTY DAMAGE CAUSED BY THE COMMSCOPE PRODUCT OR ITS FAILURE TO WORK, AND IN NO EVENT SHALL COMMSCOPE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF DATA, OR LOSS OF PROFITS. COMMSCOPE'S MAXIMUM LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE OF THE REGISTERED SYSTIMAX NETWORK INFRASTRUCTURE SOLUTIONS COMPONENTS PAID TO COMMSCOPE.

**What This Warranty Does Not Cover**

This warranty does not cover any defects in the design, or improper installation of the Registered SYSTIMAX Network Infrastructure Solutions, which results from failure to comply with CommScope's design and installation guidelines and/or is caused by anything outside of the scope of CommScope's control, including but not limited to, use of non-CommScope products within the Registered SYSTIMAX Network Infrastructure Solution. Except where approved in advance by CommScope in writing, CommScope shall not be responsible hereunder for either the de-installation, removal, and/or disposal of defective Registered SYSTIMAX Network Infrastructure Solutions or the installation of repaired or replacement Registered SYSTIMAX Network Infrastructure Solutions. Furthermore, in no event shall CommScope be responsible for the alteration, removal, replacement, repair, or relocation of CommScope components not purchased from a CommScope authorized supply channel, nor any non-CommScope components. This warranty does not cover defects resulting from (including without limitation) any of the following events or causes: accidents, improper installation or storage, mishandling, misuse, damage while in transit, damage caused by use of non-CommScope products within Registered SYSTIMAX Network Infrastructure Solutions, unauthorized alteration, unauthorized repair, failure to follow instructions, misuse or abuse, fire, flood, acts of God, 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, acts of terrorism, or any events outside CommScope's control. This warranty shall be automatically terminated and become null and void if any Registered SYSTIMAX Network Infrastructure Solution is repaired or disassembled by anyone other than CommScope or a CommScope Authorized BusinessPartner, or upon alteration of or removal of the Registered SYSTIMAX Network Infrastructure Solution from the site of original installation.

This warranty shall be governed by the laws of the state of North Carolina, 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 CommScope, any dispute must be governed by the laws of the state of North Carolina and the parties unconditionally submit to

the jurisdiction of the North Carolina state and federal courts. If any portion of this warranty is not enforceable, due to local legal requirements, then such specific language shall be modified to meet local legal requirements consistent with CommScope's intent.

**NAR Version November 2009**

- 1 CommScope, Inc. of North Carolina
- 2 An authorized supply channel is CommScope, an Authorized Distributor, or an Authorized BusinessPartner.
- 3 Authorized BusinessPartners are part of the approved CommScope supply channel of SYSTIMAX Network Infrastructure Solution and have been certified to CommScope design and installation requirements. In order for SYSTIMAX Network passive infrastructure solutions to be registered, the SYSTIMAX Network passive infrastructure end-to-end channel of products and solutions must be installed by Authorized BusinessPartners' personnel who have successfully completed the required design and installation training certification for the specific SYSTIMAX Network Infrastructure Solution. Contact CommScope for a complete list of Authorized BusinessPartners.

## Appendix B Uniprise Warranty

### **The Uniprise® Solutions 20-Year Extended Product Warranty and Application Assurance**

CommScope Enterprise Solutions (“CommScope”)1 proudly offers the following limited 20-Year Extended Product Warranty and Application Assurance. This warranty applies exclusively to Uniprise solutions that are comprised only of CommScope certified end-to-end channel of products purchased from an authorized supply channel2 and installed by a Uniprise Certified BusinessPartner3, used at the original site of installation, and registered with CommScope as evidenced by a numbered registration certificate issued by CommScope (such registered Uniprise solutions are hereinafter referred to as “Registered Uniprise Solutions”). CommScope offers to the customer of Registered Uniprise Solutions the following 20-Year Extended Product Warranty and Application Assurance.

### **Extended Product Warranty - What Is Covered?**

The Extended Product Warranty covers all properly installed passive Registered Uniprise Solution components (i.e. cable, connectivity and accessory components) that are listed in CommScope’s product literature, in effect at the time of installation, as being eligible for a 20-Year Extended Product Warranty. “Passive Components” are defined as components that exhibit no gain or contribute no energy. CommScope warrants, from the date of issuance of the registration certificate or the original installation completion date, whichever is earlier, that the Passive Components of the Registered Uniprise Solution will be substantially free from manufacturing defects in material and workmanship under normal and proper use and will materially conform to the appropriate CommScope specifications in effect at the time of installation, provided that a registration certificate is issued by CommScope to the customer.

### **Application Assurance - What Is Covered?**

The Application Assurance covers the Registered Uniprise Solution sub-systems. A sub-system is comprised of appropriate Uniprise Solution cable and connectivity components that make up one of the complete end-to-end Uniprise Solution copper or fiber sub-system solutions. CommScope warrants that the Registered Uniprise Solution sub-systems will be substantially free from defects that prevent operation of the specific industry application(s) for which the Registered Uniprise Solution was initially designed so long as the design is in compliance with the relevant CommScope performance specifications for such applications and is in compliance with all other terms and conditions of this warranty.

The Application Assurance covers the following:

1. that the Registered Uniprise Solution sub-systems support applications as specified in the current (at the time of installation) CommScope Application performance specifications and any addenda thereto.
2. that the Registered Uniprise Solution sub-systems will meet or exceed the guaranteed solution performance in the appropriate CommScope performance specifications and addenda thereto that is in effect at the time of installation.
3. that the Registered Uniprise Solution sub-systems support applications in accordance with industry application standards specifications, as well as any application introduced in the future by recognized network industry standards that use the relevant performance specifications for the Registered Uniprise Solution, to the extent that such applications are defined to operate in conformance with the same standards and specifications as those that are included in CommScope’s guaranteed solution performance and/or its installed solution topologies.

**For How Long?**

For twenty years from the date of issuance of the registration certificate or installation, whichever is earlier. Moves, additions, or changes are covered by the original registration certificate if performed by a Uniprise Certified BusinessPartner in compliance with the CommScope design, installation and registration requirements. Day to day administration of the Uniprise Solution by the end-user is covered by the original registration certificate if performed in compliance with CommScope guidelines using CommScope approved products.

**What CommScope Will Do**

If this Extended Product Warranty is breached with respect to any passive Registered Uniprise Solution component (each such breach a "defect"), CommScope will either, at CommScope's option, (i) repair or replace the defective Registered Uniprise Solution component or (ii) credit or refund the purchase price of the defective Registered Uniprise Solution component paid to CommScope, in each case provided: (1) the defect appears within the above described warranty period, (2) the end-user notifies CommScope or its Uniprise Certified BusinessPartner in writing of the claimed defect within thirty (30) days after the end-user knows or reasonably should know of the claimed defect and (3) CommScope's (or Uniprise Certified BusinessPartner's) examination of the Registered Uniprise Solution component discloses that the claimed defect actually exists.

The end-user must follow CommScope's instructions regarding return of defective Registered Uniprise Solution components, and no Registered Uniprise Solution component will be accepted for repair, replacement, credit or refund without the written authorization of and in accordance with CommScope's instructions. Registered Uniprise Solution components returned to CommScope and which have been replaced shall become the exclusive property of CommScope. If CommScope determines that the returned Registered Uniprise Solution components are not defective, customer will pay CommScope all costs of handling, inspection, repairs and transportation at CommScope's then prevailing rates.

If CommScope chooses to repair any defective Registered Uniprise Solution components, CommScope may use new or reconditioned replacement parts. If CommScope chooses to replace such Registered Uniprise Solution components, CommScope may replace such Registered Uniprise Solution components with new or reconditioned products of the same or similar design. Any repair or replacement will be warranted for either (a) 90 days or (b) the remainder of the original twenty-year warranty period, whichever is longer.

Under the Application Assurance, after the end-user has investigated all potential causes of an application failure that are not CommScope product related and has determined that none of these potential causes was responsible for the application failure, the end-user must then notify the original installer (a Uniprise Certified BusinessPartner) and request the appropriate action. If the Uniprise Certified BusinessPartner is unable to resolve any defect that caused an application failure, then the Uniprise Certified BusinessPartner will contact CommScope for investigation and resolution. Should the Registered Uniprise Solution be unable to support an industry standard application or other application as defined by the Application Assurance, and CommScope determines that such failure arises from a defect in the Registered Uniprise Solution, CommScope will provide, at its expense, the expertise, CommScope Products, and reasonable labor required to resolve the defect. CommScope shall only be responsible for labor costs that have received prior written authorization of CommScope.

**Who Is Covered?**

This warranty is for the sole benefit of the person or entity to whom the CommScope registration certificate is issued. This warranty may, upon prior written approval from CommScope, be transferred to a successor in interest to the site in which such Registered Uniprise Solution was originally installed.

**Disclaimer; Limitations; Exclusive Remedies**

THIS IS THE SOLE AND EXCLUSIVE WARRANTY FOR REGISTERED UNIPRISE SOLUTIONS AND IT SETS FORTH COMMSCOPE'S ENTIRE LIABILITY AND THE END-USER'S SOLE AND EXCLUSIVE REMEDIES REGARDING REGISTERED UNIPRISE SOLUTIONS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, TO THE GREATEST EXTENT PERMITTED BY LAW, COMMSCOPE AND ITS AFFILIATES, SUPPLIERS, AND AUTHORIZED BUSINESSPARTNERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR OTHERWISE AND SPECIFICALLY EXCLUDE ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, STATEMENTS, TERMS, AND PROVISIONS, EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE. COMMSCOPE WILL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE COMMSCOPE PRODUCT, OR PROPERTY DAMAGE CAUSED BY THE COMMSCOPE PRODUCT OR ITS FAILURE TO WORK, AND IN NO EVENT SHALL COMMSCOPE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF DATA, OR LOSS OF PROFITS. COMMSCOPE'S MAXIMUM LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE OF THE REGISTERED UNIPRISE SOLUTIONS COMPONENTS PAID TO COMMSCOPE.

**What This Warranty Does Not Cover**

This warranty does not cover any defects in the design, or improper installation of the Registered Uniprise Solutions, which results from failure to comply with CommScope's design and installation guidelines and/or is caused by anything outside of the scope of CommScope's control, including but not limited to, use of non-CommScope products within the Registered Uniprise Solution. Except where approved in advance by CommScope in writing, CommScope shall not be responsible hereunder for either the de-installation, removal, and/or disposal of defective Registered Uniprise Solutions or the installation of repaired or replacement Registered Uniprise Solutions. Furthermore, in no event shall CommScope be responsible for the alteration, removal, replacement, repair, or relocation of CommScope components not purchased from a CommScope authorized supply channel, nor any non-CommScope components. This warranty does not cover defects resulting from (including without limitation) any of the following events or causes: accidents, improper installation or storage, mishandling, misuse, damage while in transit, damage caused by use of non-CommScope products within Registered Uniprise Solutions, unauthorized alteration, unauthorized repair, failure to follow instructions, misuse or abuse, fire, flood, acts of God, 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, acts of terrorism, or any events outside CommScope's control. This warranty shall be automatically terminated and become null and void if any Registered Uniprise Solution is repaired or disassembled by anyone other than CommScope or a Uniprise Certified BusinessPartner, or upon alteration of or removal of the Registered Uniprise Solution from the site of original installation.

This warranty shall be governed by the laws of the state of North Carolina, 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 CommScope, any dispute must be governed by the laws of the state of North Carolina and the parties unconditionally submit to the jurisdiction of the North Carolina state and federal courts. If any portion of this warranty is not enforceable, due to local legal requirements, then such specific language shall be modified to meet local legal requirements consistent with CommScope's intent.

**NAR Version November 2009**

- 1 CommScope, Inc. of North Carolina
- 2 An authorized supply channel is CommScope, an Authorized Distributor, or a Uniprise Certified BusinessPartner.
- 3 Uniprise Certified BusinessPartners are part of the approved CommScope supply channel of Uniprise Solution and have been certified to CommScope design and installation requirements. In order for Uniprise solutions to be registered, the Uniprise passive infrastructure end-to-end channel of products and solutions must be installed by Uniprise Certified BusinessPartners' personnel who have successfully completed the required design and installation training certification for the specific Uniprise Solution. Contact CommScope for a complete list of Uniprise Certified BusinessPartners.

## Appendix C Wired for Wireless® Warranty

### **CommScope Wired for Wireless® Solution 20-Year Extended Product Warranty**

CommScope Enterprise Solutions ("CommScope")<sup>1</sup> proudly offers the following limited 20-Year Extended Product Warranty. This warranty applies exclusively to CommScope Wired for Wireless® solutions that are comprised only of CommScope certified Wired for Wireless® products purchased from an authorized supply channel<sup>2</sup> and installed by a CommScope authorized BusinessPartner<sup>3</sup>, used at the original site of installation, and registered with CommScope as evidenced by a numbered registration certificate issued by CommScope (such registered CommScope Wired for Wireless® Solutions are hereinafter referred to as "Registered CommScope Wired for Wireless® Solutions"). CommScope offers to the customer of Registered CommScope Wired for Wireless® Solutions the following 20-Year Extended Product Warranty.

### **Extended Product Warranty - What Is Covered?**

The Extended Product Warranty covers all properly installed and tested passive Registered CommScope Wired for Wireless® Solution components (i.e. coaxial cable, coaxial connectors and indoor antennas) that are listed in CommScope's product literature, in effect at the time of installation, as being eligible for the Wired for Wireless® Solution 20-Year Extended Product Warranty. "Passive Components" are defined as components that exhibit no gain or contribute no energy. CommScope warrants, from the date of issuance of the registration certificate or the original installation completion date, whichever is earlier, that the eligible Passive Components of the Registered CommScope Wired for Wireless® Solution will be substantially free from manufacturing defects in material and workmanship under normal and proper use and will materially conform to the appropriate CommScope component specifications in effect at the time of installation, provided that a registration certificate is issued by CommScope to the customer.

### **For How Long?**

For twenty years from the date of issuance of the registration certificate or installation, whichever is earlier. Moves, additions, or changes are covered by the original registration certificate if performed by a CommScope authorized BusinessPartner in compliance with the CommScope design, installation, testing and registration requirements.

### **What CommScope Will Do**

If this Extended Product Warranty is breached with respect to any passive Registered CommScope Wired for Wireless® Solution component (each such breach a "defect"), CommScope will either, at CommScope's option, (i) repair or replace the defective Registered CommScope Wired for Wireless® Solution component or (ii) credit or refund the purchase price of the defective Registered CommScope Wired for Wireless® Solution component paid to CommScope, in each case provided: (1) the defect appears within the above described warranty period, (2) the end-user notifies the CommScope authorized BusinessPartner responsible for the original installation or CommScope in writing of the claimed defect within thirty (30) days after the end-user knows or reasonably should know of the claimed defect and (3) CommScope's authorized BusinessPartner's (or CommScope's) examination of the Registered CommScope Wired for Wireless® Solution component discloses that the claimed defect actually exists and this is validated and confirmed by CommScope. If CommScope chooses to repair or replace the defective Registered CommScope Wired for Wireless® Solution component, CommScope will provide, at its expense, the expertise, CommScope products, and reasonable labor required to resolve the defect. CommScope shall only be responsible for labor costs that have received prior written authorization of CommScope.

The end-user must follow CommScope's instructions regarding return of defective Registered CommScope Wired for Wireless® Solution components, and no Registered CommScope Wired for Wireless® Solution component will be accepted for repair, replacement, credit or refund without the written authorization of and in accordance with CommScope's instructions. Registered CommScope Wired for Wireless® Solution components returned to CommScope

and which have been replaced shall become the exclusive property of CommScope. If CommScope determines that the returned Registered CommScope Wired for Wireless® Solution components are not defective, customer will pay CommScope all costs of handling, inspection, repairs and transportation at CommScope's then prevailing rates. If CommScope chooses to repair any defective Registered CommScope Wired for Wireless® Solution components, CommScope may use new or reconditioned replacement parts. If CommScope chooses to replace such Registered CommScope Wired for Wireless® Solution components, CommScope may replace such Registered CommScope Wired for Wireless® Solution components with new or reconditioned products of the same or similar design. Any repair or replacement will be warranted for either (a) 90 days or (b) the remainder of the original twenty-year warranty period, whichever is longer.

#### **Who Is Covered?**

This warranty is for the sole benefit of the person or entity to whom the CommScope registration certificate is issued. This warranty may, upon prior written approval from CommScope, be transferred to a successor in interest to the site in which such Registered CommScope Wired for Wireless® Solution was originally installed.

#### **Disclaimer; Limitations; Exclusive Remedies**

THIS IS THE SOLE AND EXCLUSIVE WARRANTY FOR REGISTERED COMMSCOPE WIRED FOR Wireless® SOLUTIONS AND IT SETS FORTH COMMSCOPE'S ENTIRE LIABILITY AND THE END-USER'S SOLE AND EXCLUSIVE REMEDIES REGARDING REGISTERED COMMSCOPE WIRED FOR Wireless® SOLUTIONS.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, TO THE GREATEST EXTENT PERMITTED BY LAW, COMMSCOPE AND ITS AFFILIATES, SUPPLIERS, AND AUTHORIZED BUSINESSPARTNERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR OTHERWISE AND SPECIFICALLY EXCLUDE ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, STATEMENTS, TERMS, AND PROVISIONS, EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE. COMMSCOPE WILL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE COMMSCOPE PRODUCT, OR PROPERTY DAMAGE CAUSED BY THE COMMSCOPE PRODUCT OR ITS FAILURE TO WORK, AND IN NO EVENT SHALL COMMSCOPE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF DATA, OR LOSS OF PROFITS. COMMSCOPE'S MAXIMUM LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE OF THE REGISTERED COMMSCOPE WIRED FOR Wireless® SOLUTIONS COMPONENTS PAID TO COMMSCOPE.

#### **What This Warranty Does Not Cover**

This warranty does not cover any defects in the design, or improper installation of the Registered CommScope Wired for Wireless® Solutions, which results from failure to comply with CommScope's design and installation guidelines and/or is caused by anything outside of the scope of CommScope's control, including but not limited to, use of non-CommScope products within the Registered CommScope Wired for Wireless® Solution. Except where approved in advance by CommScope in writing, CommScope shall not be responsible hereunder for either the de-installation, removal, and/or disposal of defective Registered CommScope Wired for Wireless® Solutions or the installation of repaired or replacement Registered CommScope Wired for Wireless® Solutions.

Furthermore, in no event shall CommScope be responsible for the alteration, removal, replacement, repair, or relocation of CommScope components not purchased from a CommScope authorized supply channel, nor any non-CommScope components. This warranty does not cover defects resulting from (including without limitation) any of the following events or causes: accidents, improper installation or storage, mishandling, misuse, damage while in transit, damage caused by use of non-CommScope products within Registered CommScope Wired for Wireless® Solutions, unauthorized alteration, unauthorized repair, failure to follow instructions, misuse or abuse, fire, flood, acts of God, 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, acts of terrorism, or any events outside CommScope's control. This warranty shall be automatically terminated and become null and void if any Registered CommScope Wired for Wireless® Solution is repaired or disassembled by anyone other than CommScope or a CommScope authorized BusinessPartner, or upon alteration of or removal of the Registered CommScope Wired for Wireless® Solution from the site of original installation.

This warranty shall be governed by the laws of the state of North Carolina, 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 CommScope, any dispute must be governed by the laws of the state of North Carolina and the parties unconditionally submit to the jurisdiction of the North Carolina state and federal courts. If any portion of this warranty is not enforceable, due to local legal requirements, then such specific language shall be modified to meet local legal requirements consistent with CommScope's intent.

#### **NAR Version May 2010**

- 1 CommScope, Inc. of North Carolina
- 2 An authorized supply channel is CommScope, an Authorized Distributor, or an authorized BusinessPartner.
- 3 Authorized BusinessPartners are part of the approved CommScope supply channel of CommScope Wired for Wireless® Solution and have been certified to CommScope design and installation requirements. In order for Wired for Wireless® passive infrastructure solutions to be registered, the Wired for Wireless® passive infrastructure products and solutions must be installed by authorized BusinessPartners' personnel who have successfully completed the required design and installation training certification for the CommScope Wired for Wireless® Solution. Contact CommScope for a complete list of authorized BusinessPartners.



[www.commscope.com](http://www.commscope.com)

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11/2011