

YEG Cabcon Sterling Registered Cabling System Warranty Statement

The definition of a YEG Cabcon Sterling Registered Cabling System:

A YEG Cabcon Sterling Registered Cabling System hereafter referred to as 'Registered Cabling System', is defined as:

- An end-to-end Cabling System comprised entirely of YEG Cabcon-approved Sterling 5e/6/6a passive connectivity components Registered with YEG Cabcon at the time of installation. This expressly excludes any active equipment, whether in or attached to it, public network interface, or terminal equipment.
- The entire Registered Cabling System must be installed and commissioned by a YEG Cabcon Registered Installer and a certificate of Registration issued by YEG Cabcon.
- The installation must have been installed and tested in accordance with the practices specified by YEG Cabcon and based on the published editions of EN 50173, ISO IEC 11801, TIA/EIA 568, and AS/NZ 30380 current at the date of installation, and in compliance with the registered category of end-to-end performance.

The Definition of a Professional Installation:

A Professional Installation is one that:

- Has been installed by industry professionals trained by YEG Cabcon.
- Is tested on completion and those tests reviewed by Cabcon prior to the issuing of a certificate unique to the installation.
- May be subject to a Cabcon audit to ensure adherence to its installation and testing practices.

The Scope of this Warranty:

YEG Cabcon warrants the following for a period of 25 years from the date of issuance of its Certificate to the end user:

- Components ~ all components of the Registered Cabling System shall be free from manufacturing defects in material or workmanship, under normal and proper usage.
- System Performance ~ the links/channels of the Registered Cabling System will comply with the category of end-to-end performance to which the system is Registered.
- Application Assurance ~ the Registered Cabling System will be free from defects which prevent the operation of standards-based applications/protocols over the category of end-to-end performance to which the system is Registered. The applications/protocols shall be those recognized by standards bodies IEEE, ANSI, ATM Forum and sanctioned specifically for transmission over the category of cabling standards defined in the published edition of EN 50173, ISO IEC 11801, TIA/EIA 568, and AS/NZ 30380 which is current at the date of installation.

What this Warranty Does Not Cover:

This warranty does not cover failure of a Registered Cabling System or its components resulting from actions or events beyond the control of YEG Cabcon or the manufacturer of components, including, without limitation, alterations to the Registered Cabling System, unauthorized or improper repairs, misuse, vandalism, accidents, fire, water damage, and acts of God.

How the Warranty is applied:

In the event of a Registered Cabling System failing any of the parameters described below, YEG Cabcon will determine its responsibilities under this warranty and provide the remedies as follows:

- Components ~ If any components in the Registered Cabling System are determined to have failed and prevent conveyance of electrical signals, we will repair or replace that component, at our sole discretion, for the Registered Cabling System to convey such signals.
- System Performance ~ If the Registered Cabling System is found to be non-compliant to the category of end-to-end performance as originally Registered, (under standards-compliant test procedures) then we will repair or replace component, at our sole discretion, for the Registered Cabling System to comply with the Registered end-to-end performance.

- Application Assurance ~ If the Registered Cabling System prevents the end user from operating standards based applications/ protocols over the category of end-to-end performance to which the system is Registered, then we will diagnose and repair or provide replacement product, at our sole discretion, to ensure the effective transmission of the said application/protocol.

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

- In the event of a problem, the end user shall rule out potential causes not related to the Registered Cabling System.
- If the problem has been isolated to the Registered Cabling System, the end user should contact the Installer who carried out the installation and advise of the failure, detailing the nature of the failure, the warranty certificate number, which channels are affected, the equipment which has been operating over the affected channels, and other information requested by the Installer. The end user or his agent shall not undertake to rectify the fault without authorisation from YEG Cabcon, or the Installer.
- The Installer will attempt to diagnose and rectify the fault. Should the Installer be unavailable or unable to rectify the fault, the end user may submit the above information directly to YEG Cabcon, at which time YEG Cabcon will either investigate directly or authorise another Registered Installer to investigate.
- Any product under investigation shall be returned, at end user's expense, to YEG Cabcon, who will initiate corrective procedures if necessary.
- In the event that the failure is found to be as a result of a defective Registered Cabling System,
 - (a) the failed products will be repaired or replaced, at YEG Cabcon's sole discretion,
 - (b) the repaired or replaced product will be shipped to the end user,
 - (c) YEG Cabcon will dispose of the faulty product, and
 - (d) YEG Cabcon will reimburse the end user for shipment of the faulty product. If the failure is found to be the fault of something other than the Registered Cabling System, YEG Cabcon will dispose of the investigated product.

Any such repair or replacement shall be warranted under the terms of this warranty for the remainder of the term of this warranty. Where a non-performance is solely a result of the Registered Cabling System, the rectification of the system will be made at no cost to the end user. YEG Cabcon will supply all components free of charge and pay labour costs (to installation companies of our choice) associated with system fault diagnosis and rectification.

The Limitations of this Warranty:

- Repair or replacement of elements in a Registered Cabling System by YEG Cabcon or its designated Registered Installer is the exclusive remedy to be provided under this warranty.
- This warranty is limited to the original end user for whom it was installed and is not transferable. Proof of purchase of the Registered Cabling System is required.
- This warranty is given in lieu of all other warranties, express, implied or statutory, by YEG Cabcon and the manufacturers of all components of the Registered Cabling System, including without limitation, the warranties of merchantability or fitness for a particular purpose. Neither YEG Cabcon nor the manufacturer of any component of the Registered Cabling System will be liable for system down-time, inconvenience, disruption of business, property damage, punitive damages or any other incidental or consequential damages caused by any failure of the Registered Cabling System or any component.

Other Rights you have:

You have specific legal rights under this warranty, and you may also have other rights which vary from locality to locality. This warranty shall be expanded to the extent, and only to the extent, required by applicable local law.