



ADC Basic C5e and C6

PRODUCT WARRANTY STATEMENT

The ADC Basic Category 5e and Category 6 Ethernet Components limited Warranty applies to qualifying cabling and connectivity components installed according to ADC's Ethernet component installation practices.

Warranty Coverage

The ADC Basic Category 5e and Category 6 Ethernet Components 20-year Warranty includes parts for all cabling and connectivity components and applications listed on the Schedule of Products and Applications attached to the Registration Certificate (the, "Schedule"— document 101851AE). Subject to the limitations contained herein, for a period of 20 years from the date that all conditions to the effectiveness of the Warranty have been met, ADC warrants to the end-user that:

- (1) All components listed on the Schedule will be free from defects in material or workmanship under normal and proper use;
- (2) All components listed on the Schedule will meet or exceed the specifications of the ANSI/TIA/EIA 568-B and all addendum standards in effect on the date the Warranty becomes effective unless otherwise specifically noted on the Schedule of Products and Applications;
- (3) The Cabling and Connectivity components will meet or exceed the attenuation and near-end crosstalk (NEXT) requirements of ANSI/TIA/EIA 568-B, ISO/IEC 11801 & ANSI/TIA/EIA TSB-67 for cabling channels in effect on the date the Warranty becomes effective; and
- (4) The Cabling and Connectivity Components will be free from defects that would prevent operation of the Applications listed on the Schedule.

What ADC Will Do

When an end-user believes, after reasonable investigation, that a failure in the operation of an Application listed on the Schedule is the result of the failure of the installed cabling or connectivity components to meet their warranted specifications or performance, it shall promptly notify ADC in writing. ADC may require, at its sole discretion, payment of ADC'S then-current charge to the end-user to cover testing by ADC. As a result of such testing and any additional review, ADC shall determine its responsibility and provide any appropriate remedies pursuant to this Warranty, including repayment of the testing charge.

If any cabling or connectivity component thereof fails to meet the Warranty set forth above as determined by ADC, ADC will at its sole discretion either cause the defective component or components to be repaired, provide a replacement product, or refund to the end-user the purchase price of the defective components. If ADC elects to replace any components, it may use new or reconditioned replacement parts with the same or reasonably equivalent specifications. Any such repair or replacement shall be warranted under the terms of this Warranty for the remainder of the term of this Warranty. These remedies are the sole and exclusive remedies of the end-user hereunder.

Who Is Covered By This Warranty

This Warranty is for the benefit only of the original end-user. As such, it may not be assigned without the prior written consent of ADC.

Limitations on Warranty

This warranty is given in lieu of all other warranties, express, implied or statutory, by ADC and the manufacturers of all components including, without limitation, any warranties of merchantability or fitness for a particular purpose. Neither ADC nor the manufacturer of any component will be liable for system down-time, inconvenience, disruption of business, property damage, punitive damages, loss of profit or business or any other incidental or consequential damages caused by any failure of the cabling or any connectivity component thereof. Under no circumstances shall any liability under this warranty exceed the purchase price of the certified system.

What this Warranty Does Not Cover

This Warranty does not cover failure of cabling or connectivity components resulting from actions or events beyond the control of ADC or the manufacturer of components, including, without limitation, alterations or additions that take place any time after the installation and testing of the cabling and connectivity components, unauthorized or improper repairs, misuse, accidents, fire, water damage, and acts of God. This Warranty also does not cover any claims related to ADC services or labor of any kind, including, but not limited to, installation, repair and maintenance.

ADC BASIC CATEGORY 5E AND CATEGORY 6 ETHERNET COMPONENTS CABLING AND CONNECTIVITY COMPONENTS ARE SUBJECT TO EXISTING U.S. PATENTS AND PATENTS PENDING.

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