

PROTERIAL CABLE AMERICA, INC. Performance Cable Systems & Materials Division

1-YEAR PRODUCT WARRANTY

Subject to the terms and conditions herein, Proterial Cable America Inc. (PCA) provides the following product warranty to the owner/end-user (the “End-User”) of any copper or fiber optic cable made or sold by PCA:

1. Proterial cables shall be free from defects in material and workmanship under normal use for a period of one (1) year from the date of delivery to buyer (“Warranty Period”).

2. Proterial balanced twisted-pair cables (category) shall comply with the applicable requirements of the TIA/EIA-568-D.2 series of standards, the ISO/IEC 11801, 2nd edition standard, and published Proterial performance specifications in effect at the date of manufacture unless otherwise noted. Proterial fiber optic cables shall comply with the requirements of the TIA/EIA-568-C series of standards, the ISO/IEC 11801, 2nd edition standard, Bellcore GR-409-CORE (where applicable), and published Proterial performance specifications in effect at the date of manufacture unless otherwise noted.

This Warranty shall not apply to defects arising or resulting from or caused by: (a) improper installation, (b) improper product selection for the installation environment, (c) improper storage or handling; (d) accident, abuse, misuse, neglect, vandalism, or acts (s) of God; or (e) any repair, alteration or modification not authorized, in writing, by Proterial.

As a further condition of its rights hereunder, the End-User or his designee shall inspect the cable upon receipt. Upon discovery of an alleged defect covered by this Warranty, the End-User or his designee shall provide Proterial with prompt and written notice of same. Such notice must be received before the expiration of the Warranty Period. The End-User shall allow Proterial to investigate all installations and subsequent uses of the cable and investigate all claims of defective product to determine the extent, cause, and/or origin of alleged defects.

Upon confirmation by Proterial that the cable fails to conform as warranted above, Proterial shall, at its option and expense, either repair or replace the defective cable. This Warranty represents Proterial's sole obligation and the End-User's exclusive remedy with respect to the defective cable. Proterial shall not be liable for any other expense other than the replacement of the product. In no event shall Proterial Cable be liable for loss of profits or incident, indirect or other consequential damages.

This Warranty and the obligations of Proterial Cable America hereunder are exclusive and expressly in lieu of all other warranties, express or implied, including but not limited to the implied warranty of merchantability and fitness for a particular purpose.

Proterial Cable America, Inc.
Performance Cable Systems & Materials Division
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