



Certificate of Warranty

Lifetime Application Assurance and Extended Product Warranty

The Proterial Cable America, Inc. Lifetime Warranty guarantees that all PCA brand cables and approved connecting hardware for this system conform to TIA/EIA 568 C standards as of the date this certificate is issued. This certificate ensures that all warranted components will consistently meet the necessary performance specifications for their lifetime.

Refer to the complete warranty on the reverse side.

Date of Application: February 6th 2024

Project: **Project Site**

123 Street

City, State, Zip Code

Warranty Code: XXX-XXXXXXX

Proterial Cable America, Inc.

900 Holt Avenue

Manchester, NH 03109

PROTERIAL CABLE AMERICA INC. NETWORK CABLE SYSTEM WARRANTY CABLE & CONNECTIVITY LIFETIME WARRANTY AND APPLICATION ASSURANCE

SUBJECT TO THE TERMS AND CONDITIONS HEREIN, PROTERIAL CABLE AMERICA, INC. PROVIDES THE FOLLOWING WARRANTIES TO THE END-USER RELATIVE TO THE NETWORK CABLING SYSTEM, CONSISTING OF PCA™ BRAND CABLE PRODUCTS AND APPROVED CONNECTIVE HARDWARE, PROVIDED THAT SUCH PRODUCTS ARE INSTALLED BY A PROTERIAL CABLE CERTIFIED INSTALLER AND REGISTERED WITH PROTERIAL CABLE AMERICA:

1. THE PASSIVE PRODUCTS THAT COMPRISE THE REGISTERED CABLING SYSTEMS WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE.
2. THE PASSIVE CABLING PRODUCTS WILL EXCEED TIA/EIA 568C AND ISO/IEC 11801 AS IN EFFECT PRESENT AT THE TIME OF THE REGISTRATION OF THE CABLING PROJECT
3. WHEN INSTALLED AND TESTED ACCORDING TIA/EIA 568C AND BICSI SPECIFICATIONS, WITH ACCEPTABLE COMPONENTS FROM A PROTERIAL CABLE AMERICA APPROVED HARDWARE MANUFACTURER, WILL:

SUPPORT AND CONFORM TO EXISTING TIA/EIA 568C, ISO/IEC 11801 AND BICSI SPECIFICATIONS. SUPPORT ANY CURRENT OR FUTURE APPLICATIONS FOR RECOGNIZED STANDARDS: 100 MBPS TP-PMD, 100 BASE-T ETHERNET, 155 MBPS ATM, AES/EBU DIGITAL VIDEO, 270 MBPS DIGITAL VIDEO, 622 MBPS ATM, 1000BASE-T GIGABIT ETHERNET, 10GBASE-T ETHERNET, 1.2 GIGABIT ATM, 2.4 GIGABIT ATM, ANALOG BROADBENT VIDEO TO 550 MHZ (77 CHANNELS)

APPLICATION ASSURANCE

PROTERIAL CABLE AMERICA WARRANTS THAT THE CABLE AND CONNECTING HARDWARE WILL BE FREE FROM FAILURES, WHICH PREVENT OPERATION OF THE SPECIFIC APPLICATION(S) FOR WHICH THE CABLE SYSTEM WAS DESIGNED TO SUPPORT.

WARRANT DURATION

THE CABLE WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR THE USABLE LIFETIME OF THE BUILDING. NOTE: OUTDOOR COPPER AND FIBER OPTIC CABLES WILL BE COVERED BY A 20-YEAR WARRANTY.

WARRANTY CONDITIONS

THIS WARRANTY SHALL NOT APPLY TO DEFECTS ARISING OR RESULTING FROM OR CAUSED BY: (A) IMPROPER INSTALLATION WHICH RESULTS FROM FAILURE TO FOLLOW ACCEPTABLE DESIGN OR INSTALLATION PRACTICES, (B) ACCIDENTS (EXPOSURE TO FIRE, WATER OR CHEMICALS FOR WHICH THE PRODUCT IS NOT RATED), ABUSE, MISUSE, NEGLIGENCE, VANDALISM, OR ACT(S) OF GOD, OR (C) ANY REPAIR, ALTERATION OR MODIFICATION NOT AUTHORIZED IN WRITING BY PROTERIAL CABLE AMERICA. ANY PERMANENT LINKS OR CHANNELS FOR WHICH FAILED TEST DATA WAS

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AS A CONDITION OF ITS RIGHTS HEREUNDER, PURCHASER SHALL USE ONLY CERTIFIED CABLE INSTALLERS APPROVED, IN ADVANCE AND IN WRITING, BY PROTERIAL CABLE AMERICA FOR THE ORIGINAL INSTALLATION AND ANY SUBSEQUENT RE-TERMINATION AND/OR RELOCATION OF THE CABLE.

ONCE INSTALLED, PURCHASER SHALL PROVIDE TO PROTERIAL CABLE AMERICA ADVANCED WRITTEN NOTICE OF ITS INTENTION TO RE-TERMINATE OR RELOCATE THE CABLE. MOVES, ADDS AND CHANGES (M.A.C.) FORM MUST BE SUBMITTED WITH NEW TEST DATA. ALL CLAIMS MUST BE MADE WITHIN 10 DAYS OF IDENTIFICATION OF ALLEGED DEFECT.

MAINTENANCE OF PROPER DOCUMENTATION OF THE CABLE SYSTEM SHALL BE THE RESPONSIBILITY OF THE END-USER. THAT RECORD SHALL BE AVAILABLE TO THE PROTERIAL CABLE CERTIFIED INSTALLER AND PROTERIAL CABLE AMERICA.

FREE ACCESS TO THE CABLE SYSTEM SHALL BE ALLOWED BY THE END-USER.

WARRANTY REMEDY

PROTERIAL CABLE AMERICA WILL AT ITS OPTION CHOOSE A PROTERIAL CABLE CERTIFIED CONTRACTOR TO REPLACE OR REPAIR A QUALIFIED PRODUCT FOUND TO BE DEFECTIVE. PROTERIAL CABLE AMERICA WILL AT ITS OPTION PROVIDE CREDIT IN LIEU OF REPLACING ANY DEFECTIVE PRODUCT. THE WARRANTY REMEDY AND CLAIM PROCEDURE PROVIDED FOR HEREIN SHALL CONSTITUTE PROTERIAL CABLE AMERICA'S SOLE OBLIGATION AND PURCHASER'S SOLE RECOURSE AGAINST PROTERIAL CABLE AMERICA AND THE PROTERIAL CABLE CERTIFIED INSTALLER

WARRANTY EXCLUSIONS

ALL PRODUCTS NOT INCLUDED IN THE PROTERIAL CERTIFIED CABLE SYSTEM (CABLE TRAYS, PATHWAYS, TIES, VELCRO STRAPS, HANGERS, ETC.), ALL ACTIVE PRODUCTS, DEFECTS OR DAMAGE THAT RESULT FROM NON-COMPLIANT DESIGN, IMPROPER INSTALLATION, MISUSE, NEGLIGENCE, ACCIDENT OR ABUSE.

WARRANTY LIMITATIONS

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER MATTER.

THE REMEDIES PROVIDED FOR IN THE PRECEDING PARAGRAPHS SHALL CONSTITUTE THE SOLE RECOURSE OF END-USER AGAINST PROTERIAL CABLE AMERICA AND CERTIFIED INSTALLER FOR BREACH OF ANY OBLIGATIONS TO END-USER, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, FRAUD, MISREPRESENTATION, OR OTHERWISE.

IN NO EVENT SHALL PROTERIAL CABLE AMERICA OR ITS PARTNER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE), INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ECONOMIC DAMAGE ARISING OUT OF THE FAILURE OF A SYSTEM. NOR SHALL THE LIABILITY OF PROTERIAL CABLE AMERICA AND PARTNER FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS WARRANTY OR THE MANUFACTURE, SALE, DELIVERY, INSTALLATION OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCTS AND THE INSTALLATION.

TRANSFER OF WARRANTY

TRANSFER OF WARRANTY FOR CERTIFIED INSTALLATIONS FROM REGISTERED OWNER TO NEW OWNER IS PERMITTED WHEN THE NEW OWNER COMPLETES A TRANSFER OF REGISTRATION FORM AND SUBMITS NEW TEST DATA FOR ALL WARRANTED CIRCUITS.

CLAIM PROCEDURE

AS A FURTHER CONDITION OF ITS RIGHTS HEREUNDER, PURCHASER SHALL INSPECT THE CABLE AND CONNECTING HARDWARE UPON RECEIPT. UPON DISCOVERY AT ANY TIME WITHIN THE WARRANTY PERIOD OF AN ALLEGED DEFECT COVERED BY THIS WARRANTY, PURCHASER SHALL PROVIDE PROTERIAL CABLE AMERICA WITH PROMPT AND WRITTEN NOTICE OF SAME. SUCH NOTICE MUST BE RECEIVED BEFORE THE EXPIRATION OF THE WARRANTY PERIOD. PURCHASER SHALL ALSO ALLOW PROTERIAL CABLE AMERICA TO OBTAIN AND ARCHIVE WIRE MAPS, INVESTIGATE ALL INSTALLATIONS AND SUBSEQUENT USES OF THE CABLE SYSTEM, AND INVESTIGATE ALL CLAIMS OF DEFECTIVE PRODUCT TO DETERMINE THE EXTENT, CAUSE AND/OR ORIGIN OF ALLEGED DEFECTS.

ALL WARRANTY CLAIMS SHALL BE MADE TO THE PROTERIAL CABLE CERTIFIED INSTALLER PRIOR TO NOTIFYING PROTERIAL CABLE AMERICA.

ANY DISPUTES UNDER THIS WARRANTY SHALL BE SUBJECT TO AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW HAMPSHIRE, REGARDLESS OF THE LOCATION OF ANY INSTALLATION.

PROTERIAL CABLE AMERICA INC.
Performance Cable Systems & Materials Division
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