

The SYSTIMAX® Network Infrastructure Solution Installed at *VanDerLande Industries*

Minsk Airport VanDerLande
National Airport "Minsk" area, Minsk, the Republic of Belarus, 220054
Veghel
Netherlands

by
CSS

ID: 4318

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

101775

Warranty Registration Number

27/1/2015

Certification Date

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

CommScope Enterprise Solutions ("CommScope") 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 authorized supply channel² and installed by a CommScope Authorized BusinessPartner³, 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 Business Partners) 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, 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 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 deinstallation, 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 Ireland 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 Ireland and the parties unconditionally submit to the jurisdiction of the courts of Ireland. 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.

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1. CommScope EMEA Limited
2. An authorized supply channel is CommScope, an Authorized Distributor, or an Authorized Business Partner.
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.