

PermaLink® Warranty

Terms and Conditions

WARRANTY

The PermaLink® Warranty provides that at the time of delivery, the premises copper cables (e.g. CAT 5e, CAT 5e ScTP, CAT 6, CAT 6 ScTP, CAT 6A STP, CAT 6A ScTP) and premises fiber optic network installations will be free from defects in design, material, and manufacture and conform substantially to the TIA 568 series industry specifications in force at the time of purchase for a period of twenty-five (25) years from the delivery date (the "PermaLink Warranty").

SCOPE

The PermaLink Warranty covers the permanent link of the network as defined by the ANSI/TIA/EIA-568-B series, which includes the cable and connecting hardware. The PermaLink Warranty does not cover other elements of the channel, such as patch cords and workstation cords. The customer must notify Superior Essex of warranty noncompliance, in writing, within 10 days of the defect discovery date.

QUALIFICATION

To qualify for the PermaLink Warranty, customer must meet the following conditions:

- The connectivity equipment used in the network must be supplied by one or more of the approved suppliers AND each component must be manufactured, tested, and independently verified by UL, ITS/ETL, or any approved independent testing agency to meet the TIA 568 series industry standard in force at the time of purchase. The companies currently recognized as approved connectivity suppliers are:
 - ADC/Krone
 - AllenTel
 - AMP/Tyco
 - Belden IBDN
 - Corning
 - Hellermann Tyton
 - Hubbell
 - Ortronics
 - Panduit
 - Siemon
 - Systemax/CommScope
 - Uniprise/CommScope
- The network system must be designed and installed by "BICSI Certified" or Superior Essex approved designers and installers.
- Each link in the network must be field tested in accordance with the TIA 568 series industry standard in force at the time of purchase AND the installed network links must have passed all TIA 568 requirements.
- PermaLink Warranty registration form must be properly completed and submitted to Superior Essex within 10 days of installation completion.
- Copies of all test reports must be submitted along with the registration form to Superior Essex and be kept on file by the registrant to be resubmitted when requested by Superior Essex. Data must be exported in the original native file format of the tester (see below) used and submitted via CD along with the registration form to Superior Essex.
- The following field testers are recognized under the Superior Essex Warranty Programs as acceptable for use to certify installations for warranty coverage.

Fluke Networks:	Ideal Industries:	Agilent:
• DSP-4000 Series	• LANTEK 6, 6a, 7, 7g Series	• WireScope 350
• DTX Series	• LT 8000 Series	• WireScope Pro
• OMNIScanner 2		

The PermaLink Warranty will be void unless the system is maintained in accordance with industry standards and no changes are made after warranty issuance and acceptance date, unless Superior Essex grants written consent.

ADMINISTRATION

To receive the PermaLink Warranty all customers must complete and return the PermaLink Warranty registration form within 10 days of installation completion. Registration forms can be submitted through mail, fax, or e-mail. Test data must be sent electronically.

Warranty registration will then be approved or disapproved with a response sent to the registrant. Registration applications may be sent using one of the addresses below:

- PermaLink® Warranty Superior Essex**
6120 Powers Ferry Road
Suite 150
Atlanta, GA 30339-2923
- E-mail: Warranties@SPSX.com
- Fax: 770.657.6770

CLAIMS, EXCLUSIVE REMEDIES AND DISCLAIMERS

The validity of any warranty claim shall be determined by Superior Essex in its sole discretion. A claim will be reviewed for validity only if all of the following are satisfied:

- Reported in writing to Superior Essex within ten (10) days of date of defect discovery;
- All installation records are provided to Superior Essex (original network installation design prints, test results, warranty registration) evidence of original test, including reports showing compliance to all applicable TIA 568 requirements;
- Copies of all original receipts for materials and labor from the date of initial installation are provided to Superior Essex; and
- Superior Essex has full and open access to inspect and evaluate the installation site.

As customer's sole and exclusive remedy and the Superior Essex entire liability for any breach of the foregoing PermaLink Warranty, Superior Essex will, at its sole option and expense, i) either replace or repair the defective components and ii) reimburse customer for necessary and reasonable labor costs provided prior approval is obtained from Superior Essex. The Superior Essex total liability hereunder to the customer shall not exceed \$500 per each network permanent link or end-user drop.

EXCEPT WITH RESPECT TO THE SPECIFIC WARRANTIES SET FORTH HEREIN, SUPERIOR ESSEX MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, INSTALLATION OR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.