

# NETSYNC

## CABLING SYSTEM

### LIFETIME APPLICATIONS ASSURANCE AND PERFORMANCE WARRANTY

FROM MOHAWK/CDT AND LEVITON MANUFACTURING COMPANY, INC.

Leviton Manufacturing, Company, Inc. and Mohawk/CDT warrants to the customer that NetSync Cat 5e, Cat 6 and Optical Fiber installations will meet or exceed the applicable standard as defined in ANSI/TIA/EIA-568-B; ISO/IEC 11801; or the Category 6 standard (TIA/EIA-568-B.2-1); in effect at the time of manufacture.

The NetSync installation must be comprised entirely of NetSync Cabling System products, and be installed and certified by authorized NetSync program partners in accordance with applicable standards. This warranty covers the basic link, channel, and backbone as defined in ANSI/TIA/EIA-568-B.1.

Leviton and Mohawk/CDT offer and Lifetime Applications Assurance and Performance Warranty that includes the following:

- Products that comprise the certified NetSync Cabling System will be free from defects in material and workmanship.
- Products that comprise the certified NetSync Cabling System will exceed the applicable performance specification of ANSI/TIA/EIA-568-B, ISO/IEC 11801, or TIA/EIA-568-B.2-1 in effect at the time of manufacture.
- A certified NetSync Cat 5e, Cat 6, or Optical Fiber Cabling System will support ANY CURRENT OR FUTURE APPLICATION, including gigabit applications, that supports transmission over the specific system in accordance with application standards, at the time of manufacture.

Leviton and Mohawk/CDT make this lifetime performance warranty available to NetSync Program Partners to support identical assurances and warranties made by such NetSync Program Partners in writing to their customers for certified NetSync Cabling System installations.

The duration of the Applications Assurance and the duration of Leviton's and Mohawk/CDT's Performance Warranty is for the Life of the Product, for as long as the product is installed in the original certified NetSync Cabling System.

The Performance Warranty applies to NetSync Cabling System products only on the original site of installation. The Applications Assurance covers failure of the NetSync Cabling System to operate the application(s) which the system was designed to support.

This Lifetime warranty will be void unless the system is maintained in accordance with NetSync Cabling System specifications and industry standards maintenance of appropriate environmental conditions, and no changes are made after certification date, unless Leviton and Mohawk/CDT grant written consent.

Proper design, construction, installation, materials, and performance must be demonstrated to the satisfaction of Leviton and Mohawk/CDT, and Leviton and Mohawk/CDT must be notified of any alleged defect within 5 days of discovery and must be



afforded the opportunity to inspect the system prior to removal or repair of any product. Leviton and Mohawk/CDT will not be responsible for defects or non-compliance resulting from non-compliant or improper system

design, construction or installation. Leviton and Mohawk/CDT will not be responsible for defect or non-compliance resulting from improper use or repair, or from system changes or alterations, misuse, neglect, or accident.

Leviton and Mohawk/CDT will, in their option, repair, replace, or provide a credit for any approved NetSync product found to be non-compliant with the above warranties. These warranties cover the reasonable cost of labor to remedy a warranty claim, but do not cover the cost of any products or associated labor not sold or provided by Leviton or Mohawk/CDT, and are not transferable from original installation. Neither Leviton, Mohawk/CDT nor their affiliates shall be liable for any other injury, loss, or damage, whether direct, incidental, punitive or consequential, resulting from a non-compliant product or installation. In no event shall the aggregate liability under this warranty exceed the purchase price paid for the NetSync Cabling System. EXCEPT FOR THE WARRANTY DESCRIBED HEREIN, NEITHER LEVITON NOR MOHAWK/CDT MAKES ANY FURTHER WARRANTIES, IMPLIED OR EXPRESSED, INCLUDING WARRANTY OF MERCHANTABILITY IR WARRNTY OF FITNESS FOR USE.