

WARRANTY

The Campus Warranty is offered to customers who have received either a PerformaLink® Warranty, nCompass™ Limited Lifetime Premium Performance Warranty or nCompass™ Limited Lifetime Standard Performance Warranty and applies to Superior Essex premises Voice-Grade, Outside Plant (OSP), Fire Alarm and Security (FAS), Distributed Antenna Systems (DAS) and Fiber-To-The-Premises (FTTP) cable Products ("Campus Products") installed as part of a campus network that contains a premises LAN cabling system installation comprising of Superior Essex copper and fiber cables. The Campus Warranty provides that qualifying Campus Products installed in North America or Central America will conform to Superior Essex specifications identified in the applicable Product Data Sheets for a period of (i) twenty-five (25) years from the delivery date if the premises LAN cabling system installation has either an nCompass Limited Lifetime Premium Performance Warranty or nCompass Standard Performance Warranty or (ii) twenty (20) years from the delivery date if the premises LAN cabling system installation has a PerformaLink® Warranty (the "Campus Warranty").

SCOPE

The Campus Warranty covers only the Campus Products, installed within a single campus location. The North American and Central American Territories are as follows: United States (including its overseas territories), Antigua and Barbuda, Canada, Dominica, Mexico, Cayman Islands (UK), Haiti, Saint Kitts and Nevis, Dominican Republic, Turks and Caicos Islands (UK), Puerto Rico, British Virgin Islands (UK), Jamaica, Anguilla (UK), Trinidad and Tobago, Montserrat (UK), Guadeloupe (France), Guatemala, Martinique (France), Honduras, Bahamas, El Salvador, Barbados, Nicaragua, Saint Lucia, Costa Rica, Aruba (The Netherlands), Panama, Saint Vincent and the Grenadines United States Virgin Islands.

QUALIFICATION

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

1. The premises LAN cabling system installation must only contain Superior Essex premises copper and fiber cables. The premises copper and fiber cables must account for a minimum of 25% of the total Campus cable value;
2. The Campus Products covered by the Campus Warranty must be installed in accordance with industry accepted practices;
3. The Campus Products covered by the Campus Warranty must be tested in accordance with industry practices for proper operation and customer acceptance. Utilized test equipment must have valid certificate of calibration at time of testing;
4. Campus Warranty application form must be properly completed and submitted to Superior Essex within 10 days of installation completion;
5. Copies of all test reports must be submitted along with the warranty application form and the Bills of Material (BOM) to Superior Essex and be kept on file by the customer for submission to Superior Essex in the event of a warranty claim. Data must be submitted in the original native file format of the tester used in the installation and submitted via CD or electronically with the warranty application form. Text or spreadsheet files will not be accepted; and
6. Superior Essex has issued a registered warranty certificate to the customer for the Campus Warranty.

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

WARRANTY EXCLUSIONS

The Campus Warranty does not cover:

1. The installation and maintenance of any other non-performing portions of the customer's system;
2. Products not specifically designated as being eligible for the Campus Warranty coverage;
3. Campus Products not supplied by Superior Essex or obtained through unapproved channels;
4. Products which were falsely represented as being in compliance with the Campus Warranty registration requirements and procedures;
5. Indoor premises products (such as FAS and DAS) that are exposed to moisture, liquids (such as paint), or water;
6. Defects resulting from environmental or third party materials, including but not limited to work areas, patching or equipment cords, or from moves, additions and changes by parties other than a Certified Contractor;
7. Defects resulting from a noncompliant or improper system design, installation, use, repair, or any system alterations, misuse, neglect, accident or abuse; or
8. Damage caused by persons, machinery, foreign objects, animals, chemicals, acts of God, or by other means that are beyond normal use.

ADMINISTRATION

Warranty application will be approved or disapproved with a response sent to the applicant. Warranty applications and supporting documentation may be sent using one of the following below:

1. Campus Warranty Superior Essex
6120 Powers Ferry Road, Suite 150
Atlanta, GA 30339-2923
2. E-mail: Warranties@spsx.com
3. Fax: 800.249.9938

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:

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

If a warranty claim is determined by Superior Essex in its sole discretion to be valid, as customer's sole and exclusive remedy, Superior Essex will, at its option and using Certified Contractor(s) of its choosing, replace or repair the non-compliant qualifying Campus Products and cover reasonable cost of labor to affect necessary work. If the customer provides a quote from a Certified Contractor of its choosing, Superior Essex, in its sole discretion, may alternatively elect to allow such Certified Contractor to affect the warranty repair and reimburse the customer for reasonable and customary labor costs, provided prior written approval is obtained from Superior Essex for proposed materials and labor. If the cause of any error is determined to be improper installation, maintenance or third party repair, the customer may be referred back to the appropriate contractor or third party for support. The remedies of the customer for non-compliant Campus Products shall be strictly limited to those provided herein to the exclusion of any and all other remedies including, without limitation, claims for incidental or consequential damages.

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.

OTHER TERMS

Customer acknowledges that the exportation from the United States or any other country of materials, products and related technical data (and the re-export from elsewhere of items originating in a particular country) may be subject to compliance with relevant export laws, including laws which restrict export, re-export and release of materials, products and their related technical data, and the direct products of such technical data. Customer agrees to comply with all export laws and to commit to act that, directly or indirectly, would violate any law, or any other international treaty or agreement, relating to the export, re-export, or release of any materials, products or their related technical data to which the United States adheres or with which the United States complies. Violation of this clause by Customer or its contractors voids the Campus Warranty.

The terms of the Campus Warranty shall be governed by and construed in accordance with the laws of the State of Georgia, USA, without regard to its conflict of law provisions. All disputes between the parties arising, directly or indirectly, under these terms shall be adjudicated exclusively in the Cobb County State Court, State of Georgia or, if subject matter jurisdiction can be established, the U.S. District Court for the Northern District of Georgia, Atlanta Division. Customer hereby irrevocably consents to personal jurisdiction in any such court, hereby appointing the Georgia Secretary of State as agent for receiving service of process. Customer agrees to comply with the provisions of all applicable federal, state, provincial or local laws or ordinances and all orders, rules, and regulations issued thereunder that are applicable to this Campus Warranty and its performance. If any provision of this Campus Warranty is held invalid or unenforceable, the remaining provisions shall not be affected thereby, and the parties shall in good faith attempt to amend this Campus Warranty to eliminate such invalidity or non-enforceability. Customer confirms its express wish that this Campus Warranty and any other documents related thereto be drawn up in the English language. Translation of this document in Spanish or French may be provided upon request, but the English version shall control and take precedence.