

Hubbell Premise Wiring
Mission Critical Warranty and System Performance Warranty Program
Customer Agreement

This Agreement is effective beginning on **Month Day and Year** by and between Hubbell Premise Wiring, ("HPW") a division of Hubbell Incorporated (Delaware), incorporated under the laws of the State of Delaware, with offices at 40 Waterview Drive, Shelton, Connecticut, 06484, with offices at (Certified Installer). with offices at and (End User).

Recitals

- A. HPW is engaged in the design, manufacture and sale of UTP, STP and Optical Fiber Connecting Hardware for use in structured cabling systems ("Structured Cabling Systems") consisting of items identified in HPW's current catalog and brochures.
- B. HPW has initiated a Certified Installer Program to select and designate cabling system installation companies that design and install Structured Cabling Systems and meet and maintain compliance with the requirements of HPW's Certified Installer Agreement.
- C. HPW and Wire and Cable Partner intend to offer, subject to the terms and conditions of this Agreement, a twenty-five (25) year warranty solely to the end-user of the Structured Cabling System in accordance with the terms and conditions of the "Hubbell Premise Wiring Channel Warranty and System Performance Warranty Program" certificate attached hereto as Exhibit "A" and made a part hereof (the "Warranty Certificate"). Subject to its terms and conditions, such Warranty Certificate provides that HPW and Wire and Cable Partner warrant solely to Customer that the structured cabling system links/channels consisting of HPW's new connecting hardware products and Wire and Cable Partner's new cable products installed as part of an HPW structured cabling system (1) are free from defects in materials and workmanship (2) will meet the applicable ANSI/TIA/EIA and ISO/IEC link*/channel transmission requirements in effect at the time of the installation and (3) will support any current or future application ratified by IEEE, ANSI, or ISO, designed to operate over the applicable ANSI/TIA/EIA-568-C, ISO/IEC 11801, Category 5 (Class D) link/channel, or link/channel compliant to the Category 5e, Category 6 (Class E), Category 6A (Class E_A) and/or optical fiber draft or standard in effect at the time of the installation.

*Channel Warranty – Hubbell Premise Wiring will provide system performance warranty provided the customer purchases and installs Hubbell Premise Wiring patch cords. If patch cords from any manufacturer other than Hubbell Premise Wiring are installed, the application assurance warranty is void.

- D. The warranty referred to in Recital "C" above is backed by an extended twenty-five (25) year warranty from HPW's Certified Installers in accordance with HPW's Certified Installer Agreement. Subject to its terms and conditions, such Certified Installer Agreement provides that the Certified Installer warrants that it has properly designed, installed, documented and tested systems in accordance with ANSI/TIA/EIA-568-C, '569-B, TSB-67, TSB-95, TSB-155, the applicable Category 5, 5e, 6, 6A and optical fiber drafts or standards in effect at the time of installation, ISO/IEC 11801 Class C, Class D, Class E, ClassE_A or EN 50173 specifications, HPW specified requirements of ANSI/TIA/EIA 606-B, approved Optical Fiber, Category 5, 5e, 6, 6A Wire and Cable Partner's guidelines and HPW's Training Manual.
- E. HPW will be provided with certain warranties (twenty-five years) for category 3, 5, 5e, 6, 6A and/or Optical Fiber of at least the same duration as HPW's extended warranties as outlined above from HPW's approved Wire and Cable Partner for cable utilized in Structured Cabling Systems in accordance with all applicable standards, such as ANSI/TIA/EIA-568-C, ISO/IEC 11801, or EN 50173, or category 3, 5, 5e, 6, 6A and/or optical fiber draft or standard in effect at the time of installation, in accordance with the terms and conditions set forth herein.
- F. Wire and Cable Partner is a manufacturer of UTP, STP and/or Optical Fiber Cable that desires to be designated an approved HPW Wire and Cable Partner and participate in our Mission Critical Warranty and System Performance Warranty Program.

In consideration of the mutual promises and undertakings stated herein, HPW and approved Wire and Cable Partner, and Customer agree, each with the other as follows:

1.0 **Certification Conditions**

- 1.1 The Structure Cabling System has been designed and installed by a HPW Certified Installer and each link or channel has received a "PASS" indication when tested to the appropriate category requirements using a Level II, Level Iie, Level III, Level IIIe compliant hand-held tester.
- 1.2 The Customer/End-user shall purchase new approved HPW and Wire and Cable Partner products. All such products shall be purchased through Authorized Distributors of HPW and approved Wire and Cable Partner(s).
- 1.3 The Structured Cabling System will be designed, installed and tested in accordance with the current ANSI/TIA/EIA Standards documents: '568-C, '569-B, '606-B and TSB-67, TSB-95, TSB-155 HPW Training Manuals, Wire and Cable Partner's recommended guidelines, new HPW products, and new wire and cable products.
- 1.4 The Channel/Link warranty (Reference Exhibit 'A') covers the Structured Cabling System including work area outlets, horizontal cable, the connecting hardware in the horizontal cross-connect, the equipment cord at the work area, and the patch cord in the horizontal cross-connect as outlined in Exhibit A. It specifically excludes any active network equipment, public network interfaces, terminal equipment and installation labor.
- 1.5 Only those category 5e, category 6, category 6A links/channels that receive a PASS indication from a Level Iie, Level III or level IIIe tester that is tested for all parameters required by ANSI/TIA/EIA-568-C shall be included in the warranty. All copper channels receiving a FAIL indication shall be excluded from the warranty coverage. Only those optical fiber channels whose optical attenuation data is shown to be under the maximum allowed limit for a channel of that length will be covered by the warranty.
- 1.6 Both the Mission Critical Warranty and system performance warranty are non-transferable and apply only to the original Customer.
- 1.7 The Structured Cabling System must be registered through HPW's Mission Critical Warranty and System Performance Warranty Registration Process.
- 1.8 The Structured Cabling System must be maintained in accordance with ANSI/TIA/EIA '568-C, TSB-95, TSB-155, '569-B, and '606-B and ISO/IEC 11801 Standards guidelines. The Mission Critical Warranty and system performance warranty is void without such maintenance.
- 1.9 Moves, adds and changes to the Structured Cabling System after the original, approved installation has been completed must be registered with HPW and are subject to the terms and conditions of this Agreement. All such moves, adds and changes will be documented with HPW's Certified Installer and must be completed by a HPW Certified Installer. Unregistered moves, adds, and changes ("MAC's") or other alterations to the Structured Cabling System shall void the warranty for that portion of the Structured Cabling System that was altered and any other portion indirectly impacted by such MAC's.
- 1.10 Modification to HPW products and Wire and Cable Partner's products will void the warranty.

- 1.11 HPW reserves the right to deny system certification for Structured Cabling Systems not properly designed and installed to the requirements of this Agreement.
- 1.12 The Mission Critical Warranty and System Performance Warranty shall not apply to any HPW Structured Cabling System that has been damaged by, or fails due to accident, neglect, misuse, abuse, modification, causes other than ordinary use, or any other cause beyond HPW's control.
- 1.13 In the event that issues, disputes, claims and/or problems cannot be resolved with the selected HPW Certified Installer, the Customer may select, with HPW's prior, written concurrence, another HPW Certified Installer and maintain the warranty.

2.0 **Warranty**

- 2.1 HPW will issue a warranty as set forth in "Exhibit A" for installations meeting the criteria outlined in sections 3.1 and 3.2.

3.0 **Certification/Registration Process**

- 3.1 A HPW Certified Installer will submit on behalf of the Customer (by completing a "Structured Cabling System Registration Request Form") installations that comply with the appropriate standards as outlined in the recital section of this Agreement, and HPW's Training Manual, and which utilize new HPW products and new, approved Wire and Cable Partner's products.
- 3.2 In addition to the Structured Cabling System Registration Request Form, the Certified Installer shall also submit a Horizontal Schematic, Backbone Schematic, appropriate horizontal and backbone copper cable test records with a "PASS" indication for the appropriate category obtained by utilizing a certified Level II, IIe, III and IIIe test unit on all installed links or channels, on a CD, and appropriate horizontal and backbone optical fiber cable test records. HPW and Wire and Cable Partner reserve the right to inspect the Structured Cabling System prior to issuing any warranty.
- 3.3 After review of Structured Cabling System design and test results that are in compliance with all referenced requirements, HPW will strive to issue Mission Critical Warranty and System Performance Warranty documents within 60 days after complete installation documentation is received from the Certified Installer.

4.0 **Claim Procedure**

- 4.1 Claims from Customer shall be forwarded in writing to Certified Installer immediately after discovery of failure, detailing the extent of problem. The customer must rule out any active device failures (NIC's, switches, etc.) or any other device outside the scope of the Link/Channel prior to submitting claims. Certified Installer will notify HPW and Wire and Cable Partner of all Warranty claims by faxing to HPW and Wire and Cable Partner a copy of the "Structured Cabling System Claim Form". Certified Installer shall investigate and diagnose the claim and advise HPW and Wire and Cable Partner in writing of specific test procedures, results, and conclusions, along with recommendations to resolve the problem(s).
- 4.2 Should the Certified Installer determine that a claim is not covered by a HPW warranty, or is outside of the specified warranty time frame (25 year) as outlined in the recital section, the Certified Installer will notify HPW and Customer and reserves the right to bill the Customer for all costs to investigate the claim.

- 4.3 HPW and Wire and Cable Partner will work with the Certified Installer to resolve valid warranty claims. HPW and Wire and Cable Partner reserve the right to perform an onsite installation inspection to verify the cause of the defect. The inspection right, if exercised, will be completed within a reasonable time after notification of a claim.
- 4.4 In the event a claim is within the scope and coverage of the issued Warranty Certificate and has been caused by defective or non-performing HPW product(s), then subject to Section 4.9 below, HPW will reimburse the Certified Installer for reasonable costs associated with claim resolution based on prevailing industry rates to repair or replace the defective or non-performing HPW product(s). All claim related repair labor must be approved in advance in writing by HPW and Certified Installer will provide HPW with a firm price for such work. HPW reserves the right to have warranty repair labor quoted by and awarded to other qualified installers. HPW agrees to work directly with the Certified Installer or other qualified installer to resolve any such claims and agrees to cooperate with such installer to resolve the claim within a reasonable time frame to the extent possible.
- 4.5 In the event a claim is within the scope and coverage of the issued Warranty Certificate and has been caused by defective or non-performing Wire and Cable Partner product(s), then subject to Section 4.9 below, Wire and Cable Partner will reimburse the Certified Installer for reasonable costs associated with claim resolution based on prevailing industry rates to repair or replace the defective or non-performing Wire and Cable Partner product(s). All claim-related repair labor must be approved in advance in writing by Wire and Cable Partner and the Certified Installer will provide the Wire and Cable Partner with a firm price for such work. If the Certified Installer that originally installed the Structured Cabling System is uncooperative or its rates are uneconomic in Wire and Cable Partner's good faith judgment, Wire and Cable Partner reserves the right to have warranty repair labor quoted by and awarded to other qualified Hubbell Premise Wiring Certified Installer. Wire and Cable Partner agrees to work directly with the Certified Installer or other qualified installer to resolve any such claims and agrees to cooperate with such installer to resolve the claim within a reasonable time frame to the extent possible.
- 4.6 In the event a claim is covered by a HPW warranty and it is determined to have been caused by, or was the result of, actions of the Certified Installer then the Certified Installer shall repair the Structured Cabling System and/or product or replace the product at the Certified Installer's sole cost and expense.
- 4.7 In the event Certified Installer and Customer disagree with respect to whether the claim is within the scope of this Agreement, HPW and the approved Wire and Cable Partner reserve the right to investigate, determine and resolve the situation within the terms and conditions of this Agreement.
- 4.8 If it is determined that the Structured Cabling System cannot be repaired to operate as originally intended, the party responsible for the non-performance or defect will at its own cost and expense reimburse the Customer through refund or credit for a prorated portion of the price paid by the Customer for the responsible party's products in the Structured Cabling System calculated for the balance of the warranty from the date of failure.
- 4.9 In the event that the parties cannot agree with respect to the cause of the defect and/or which party is responsible for corrective action, the parties agree to submit the issue to an individual expert mutually appointed by them. The expert will be an RCDD certified Consultant and/or Installer or has similar credentials. The expert will render a decision that all three parties (Certified Installer, HPW, Wire and Cable Partner) shall accept as final and binding. The party determined to be have been at fault shall bear all costs for the expert determination and repair costs.
- 4.10 The Certified Installer shall be solely responsible for all costs associated with repairs or replacements for warranty claims that are determined by HPW and/or the Wire and Cable Partner to have been the result of a non-standards compliant design or incorrect installation practice.

5.0 **Force Majeure**

5.1 HPW, approved Wire and Cable Partners, and Certified Installer shall not be held accountable for delays or failure to perform any obligation of this entire Agreement resulting from an unforeseen development, Act of God, or any other cause beyond its control.

6.0 **Assignment**

6.1 The Mission Critical Warranty and System Performance Warranty Program is non-transferable and applies solely to the original Customer and original installation.

7.0 **Waiver**

7.1 The failure by either party to enforce any provision of this Agreement shall not be construed to be a waiver of any future breach or any other provision herein.

8.0 **Interpretation**

8.1 This Agreement constitutes the entire agreement between the parties and it is understood and agreed this Agreement supersedes all prior arrangements or understandings, whether oral or written between HPW and Customer. There are no other terms and conditions or obligations, oral or expressed, other than those contained herein. This Agreement may not be changed, modified or altered unless in writing signed by all parties.

8.2 The parties agree that acceptance or acknowledgment of any act or performance not consistent with the terms of this Agreement shall not affect the remaining terms or be perceived as an approval of such acts.

9.0 **Choice of Law**

9.1 This Agreement shall be governed by and interpreted according to the laws of the State of Connecticut. Any disputes hereunder or relating hereto are subject to the jurisdiction of the courts of the State of Connecticut. In the case of a claim or controversy resulting from this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs associated with litigation.

Hubbell Premise Wiring

Hubbell Premise Wiring
40 Waterview Drive
Shelton, Connecticut 06484

Signature

Name:

Title:

Dated:

Phone:

Fax:

✍

Certified Installer

Signature: _____

Name:

Email:

Dated: _____

Phone:

Fax:

Approved Wire and Cable Partner

Signature:

Name:

Title:

Dated:

Phone:

Signature:

Customer

Signature: _____

Name:

Email:

Dated: _____

Phone:

Fax:

EXHIBIT A**HUBBELL PREMISE WIRING
LINK/CHANNEL* WARRANTY AND SYSTEM PERFORMANCE WARRANTY PROGRAM**

Hubbell Premise Wiring ("HPW"), a division of Hubbell Incorporated (Delaware), and its Wire and Cable Partner warrant solely consisting of HPW's new connecting hardware products and Wire and Cable Partner's new cable products installed as part of an HPW structured cabling system at such site ("Structured Cabling System") (1) are free from defects in materials and workmanship (2) will meet the applicable ANSI/TIA/EIA and ISO/IEC link/channel transmission requirements in effect at the time of the installation and (3) will support any current or future application ratified by IEEE, ANSI, or ISO, designed to operate over the applicable ANSI/TIA/EIA-568-C, ISO/IEC 11801, Category 3 (Class C), Category 5 (Class D) link/channel, or link/channel compliant to the Category 5e, Category 6 (Class E), Category 6A (Class E_A) and/or optical fiber draft or standard in effect at the time of the installation. The duration of this warranty is for a period of twenty-five (25) years from date of the registered installation, and no claim may be made under this warranty after the expiration of such period. The Hubbell Premise Wiring Mission Critical Warranty and System Performance Warranty Program Customer Agreement ("Customer Agreement") signed in connection with this warranty will note whether this warranty is a link or a channel warranty, and whether Category 3, Category 5, Category 5e, Category 6 or Category 6A is applicable.

For this warranty to be valid, the Structured Cabling System must be installed by a HPW Certified Installer and designed, installed, documented, registered and tested in accordance with ANSI/TIA/EIA-568-C, '569-B, and '606-B, ISO/IEC 11801 standards documents, Wire and Cable Partner's recommended guidelines, and HPW's training manual. This warranty covers the Structured Cabling System including work area outlets, horizontal cable, the connecting hardware in the horizontal cross-connect, the equipment cord at the work area, and the patch cord in the horizontal cross-connect. It specifically excludes any active network equipment, public network interfaces, terminal equipment and installation labor. Neither HPW nor Wire and Cable Partner will be responsible for defects or non-compliance resulting from non-compliant or improper system construction or installation. For this warranty to be valid, all other terms and conditions of HPW's Certification program requirements, including without limitation those set out in the Customer Agreement, must be met.

Customer must send written notice of any claim under this warranty to the Certified Installer immediately after discovery of failure, detailing the extent of the problem. In the event of a claim that is determined by HPW and Wire and Cable Partner to be within the scope and coverage of this warranty and to have been caused by non-conforming HPW products, HPW's sole responsibility under this warranty (and Customer's sole and exclusive remedy) shall be to repair or replace the non-conforming part or component, the choice of which shall be at HPW's sole option, or a refund or credit may be made as provided in the paragraph below. In the event of a claim that is determined by HPW and Wire and Cable Partner to be within the scope and coverage of this warranty and to have been caused by non-conforming Wire and Cable Partner products, Wire and Cable Partner's sole responsibility under this warranty (and Customer's sole and exclusive remedy) shall be to repair or replace the non-conforming part or component, the choice of which shall be at Wire and Cable Partner's sole option, or a refund or credit may be made as provided in the paragraph below. This warranty covers the reasonable cost of labor to remedy a warranty claim if the installer and the amount to be incurred are pre-approved by HPW and Wire and Cable Partner in advance, but does not cover the cost of any products or associated labor not sold or provided by HPW or Wire and Cable Partner. Any such repair or replacement will be warranted for either (a) ninety days, or (b) the remainder of the original 25-year warranty period, whichever is longer. HPW will not in any way be responsible for any of Wire and Cable Partner's products, and Wire and Cable Partner will not in any way be responsible for any or HPW's products.

In those situations where the Structured Cabling System cannot be repaired to operate as originally intended in HPW's and Wire and Cable Partner's judgment, HPW or Wire and Cable Partner, as the case may be, will refund or credit the customer for a prorated portion of the price paid by the customer for the non-conforming products in the Structured Cabling System for the balance of the warranty period calculated from the date of the failure. In no event shall HPW's and/or Wire and Cable Partner's total liability exceed the purchase price paid to HPW for components, and approved Wire and Cable Partner's purchase price, and the reasonable labor costs to install the Structured Cabling System.

This warranty shall not apply if the Structured Cabling System has been (a) subject to abuse, neglect, accident or misuse, modification, uses other than ordinary use, or any other cause beyond HPW's and Wire and Cable Partner's control; (b) installed other than by a Certified Installer in good standing at the time of installation; (c) repaired, altered, or rewired other than by Certified Installer personnel or (d) improperly constructed or installed (including without limitation contrary to the standards referenced in the first paragraph above as in effect at the time of installation). This warranty will automatically terminate and be null and void upon removal of the Structured Cabling System from the site of the original installation. This warranty is also subject to the requirements and limitations of the Customer Agreement. Further, moves, adds, or changes to the Structured Cabling System after original, approved installation has been completed must be registered with HPW and are subject to the terms and conditions of the Customer Agreement. Unregistered moves, adds, or changes ("MAC's") to the Structured Cabling System shall void the warranty for that portion of the Structured Cabling System that has been altered and any other portion indirectly impacted by such MAC's.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL HPW OR WIRE AND CABLE PARTNER BE LIABLE, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER BASIS, FOR ANY DAMAGES SUSTAINED BY CUSTOMER OR ANY OTHER PERSON ARISING FROM OR RELATED TO LOSS OF PROFITS, DATA, TIME, USE, REVENUES OR THE LIKE OR FAILURE OR INTERRUPTION IN THE OPERATION OF ANY PRODUCT, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OR LIABILITIES, NOR SHALL HPW'S OR WIRE AND CABLE PARTNER'S TOTAL LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS WARRANTY OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS COVERED BY THIS WARRANTY EXCEED THE PURCHASE PRICE OF SUCH PRODUCTS WHICH ARE MADE BY SUCH ENTITY PLUS THE REASONABLE LABOR COSTS TO ORIGINALLY INSTALL THE STRUCTURED CABLING SYSTEM. THE FORGOING SHALL SURVIVE THE FAILURE OF AN EXCLUSIVE REMEDY.

*** Channel Warranty – Hubbell Premise Wiring will provide system performance warranty provided the customer purchases and installs Hubbell Premise Wiring patch cords. If patch cords from any other manufacturer other than Hubbell Premise Wiring are installed, the application assurance warranty is void.**