

# Lifetime Performance Limited Warranty™

## Coverage:

### Products

This warranty applies to: (a) All Category 5e-rated, Category 6-rated, Category 6A-rated products manufactured by ICC (b) TIA 568-C.2 or the most current Category 6A standard (c) Category 5e-rated, Category 6-rated, and Category 6A-rated horizontal premise cable manufactured by ICC and is included in the verified system. ICC makes this warranty to support identical assurances and warranties made by ICC Master Technicians for all qualified products used in the ICC Verified Site Cabling System.

This warranty covers the Verified Site Cabling System(s) from end-to-end that are installed by the original Certified Elite Installer at the original site of installation only; work area outlets, horizontal premise 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. ICC will provide system performance warranty provided the Certified Elite Installer purchases and installs ICC patch cords. If patch cords from any other manufacturer other than ICC are installed, the application assurance warranty is void.

### Warranty

ICC warrants that all qualified products used at the original site of installation in the Verified Site Cabling System, in normal and proper use, (1) will meet or exceed applicable ANSI/TIA/EIA and ISO/IEC link/channel transmission requirements in effect at the time of the sale (2) will support current or future application ratified by ANSI/TIA/EIA and ISO/IEC which is designed for transmission over a structured cabling system as defined by the TIA/EIA standards and ICC performance specifications in effect at the time of installation (3) are free from defects in material and workmanship. Installation practices provided or carried out by the Master Technician are warranted by the Certified Elite Installer to be in accordance with the applicable standards, local codes, and requirements of ICC's Master Technician Training Program.

ICC will, at its own discretion, repair or replace any product that is found to be defective, or, if repair or replacement is not feasible, refund the purchase price of the defective product. This warranty covers the cost for necessary and reasonable labor to remedy a warranty claim if the Certified Elite Installer and the amount to be incurred are pre-approved by ICC in advance. It does not cover the additional cost, if any, for any additional labor or products not sold or provided by ICC or ICC Master Technicians. ICC reserves the right to inspect the original installation site and determine the cause of defect or failure to determine if such repair or replacement will be warranted for:

- A. Ninety-days (90), or
- B. The remainder of the original lifetime warranty period (defined as the useable life of the building), whichever is longer.

In those situations where the structured cabling system cannot be repaired to operate as originally intended by ICC's judgment, ICC, 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 from the calculated and verified date of the failure. End-user may be subject to expenses associated with invalid warranty claims.

Claims made under this warranty must be reported in writing to ICC within ten (10) business days of the discovered failure. This report must include the complete test results identifying the failure, both in hard and soft copy, a current schematic of the site, and a copy of the Lifetime Verified Site Form with verification number. ICC Master Technicians will also provide other information regarding the structured cabling system as requested by ICC to facilitate resolution of the claim.

### Length of Coverage

This warranty for the original site of installation extends for a period of the life of the installation (defined as the useable life of the building) from the date of issuance of the Lifetime Proof of Warranty and no claim may be made under this warranty after the expiration of such period.

### Eligibility

This warranty is made by ICC to Certified Elite Installers for all qualified products in the Verified Site Cabling System. In order to qualify for this warranty, Certified Elite Installers must provide to ICC the installation specifications and other information required by ICC. After ICC has verified that the installation conforms to ICC's requirements, ICC will issue the Lifetime Proof of Warranty, thereby recognizing it as an ICC Verified Site Cabling System. This warranty is effective from the time ICC issues the Lifetime Proof of Warranty. Absent ICC Proof of Warranty and strict compliance with ICC's requirements, this warranty is null and void. This warranty may not be assigned to any other party without the express written consent of ICC.

### Limited Liability

For this warranty to be valid, the ICC Verified Site Cabling System must be installed by an ICC Master Technician and designed, installed, documented, verified and tested from end-to-end in accordance with ANSI/TIA/EIA and ISO/IEC standards documents. Unverified moves, adds, or changes (MAC's) to the structured cabling system without ICC's approval shall void this warranty and any other portion indirectly impacted by such MAC's. This warranty is considered non-transferable unless specific written approval is provided by ICC. ICC will not be responsible for any other manufacturers products, and other manufacturers will not in any way be responsible for any of ICC's products.

### This warranty does not cover:

1. Defects or non-compliance in the design or installation of the structured cabling system, which may result from failure to comply with ICC's design guidelines and/or improper installation procedures.
2. Product failure resulting from circumstances beyond ICC's control, including but not limited to, accidents, modifications, unauthorized repair, misuse, fire, flood, Acts of God and use outside the United States of America.
3. Any active network equipment, public network interfaces, and terminal equipment of the end-user's system.
4. Products not specifically designated as being eligible for structured cabling system Link/Channel. This warranty shall not apply if the Verified Site Cabling System:
  1. Contains products not supplied directly by the Manufacturer(s) or through channels approved by the Manufacturer(s).
  2. Contains products used in the Verified Site Cabling System Link/Channel, which were falsely represented as being in compliance with the System Link/Channel Warranty verification requirements and procedures.
  3. Has been subject to abuse, neglect, accident or misuse, modification, uses other than ordinary use, or any other cause beyond ICC's control.
  4. Has been installed other than by an ICC Master Technician in good standing at the time of installation;
  5. Has been repaired, altered, or rewired other than by an ICC Master Technician.
  6. Has been improperly constructed or installed (including without limitation contrary to the standards in effect at the time of installation).

ICC SHALL NOT BE HELD LIABLE FOR DAMAGES OF ANY KIND, INCLUDING WITHOUT ANY LIMITATION, LOST OR ANTICIPATED PROFITS, DELAY, OR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, NOR SHALL THE LIABILITY OF ICC FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS WARRANTY OR THE MANUFACTURE, SALE, DELIVERY, INSTALLATION OR USE OF THE PRODUCTS EXCEED THE TOTAL PURCHASE PRICE OF ALL QUALIFIED PRODUCTS IN THE ORIGINAL WARRANTED VERIFIED SITE CABLING SYSTEM. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES. ICC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE.



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