

EXTENDED PERFORMANCE ASSURANCE AND PRODUCT WARRANTY

SMP Data Communications, in conjunction with other leading manufacturers and Certified Multimedia Design & Integration Specialist (“MDIS”) Installers around the world, are able to offer choices in a warranty program. SMP has developed two warranty plans that offer a flexible approach to a lasting service.

1. **P-15 Performance 15 Year Assurance Component Limited Warranty** certifies that all SMP passive Category 5, 5e, 6, 6a and fiber connecting hardware conform to the applicable TIA/EIA-568-B Connecting Hardware Specifications, and all passive products will be free from defects in material and workmanship. This warranty extends to the original purchaser from 15 years from the date of purchase, provided the purchaser has invoice documentation or proof of purchase. This warranty does not cover the installed, system performance.

2. **P-25-C Performance 25 Year Channel / Link Limited Warranty** certifies that all SMP passive connectivity hardware and certain cable (provided by an SMP approved cable vendor), that has been installed by an MDIS Installer, will support applications designed for data transmission over the applicable channel link as defined in TIA/EIA-568-B specifications, will meet or exceed the electrical requirements of TIA/EIA-568-B and ISO/IEC IS 11801 for passive cabling channels, and that these components will perform to specifications and be free from defects in material and workmanship for at least 25 years from the date of purchase. The P-25-C Limited Warranty covers all SMP and Cable Partner products that have been approved by SMP, where such products were installed in a registered and validated installation by an MDIS Installer, in SMP’s sole discretion. A warranty application and additional required project documentation must be received and recorded by SMP prior to certificate issuance.

The following provisions apply to the above warranties. The applicable specifications are those that were published before the manufacture of the relevant product. The warranties are only transferable where SMP has been notified in writing prior to the transfer date. SMP’s sole liability hereunder shall be to replace without charge, any of the named product which does not comply with the applicable foregoing limited warranty; PROVIDED that SMP, or the MDIS Installer, where applicable, is immediately notified, and that we determine that the product is not in compliance. SMP will repair or replace the applicable products as soon as possible after SMP verification. If the exact components are no longer manufactured, SMP reserves the right to replace the product with functionally equivalent components. REPLACEMENT WITHOUT CHARGE SHALL BE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY regardless of the basis - - whether in contract, tort, express or implied warranty, negligence of strict liability - - upon which damages are claimed and regardless of whether or not any damages were caused by negligence or by any defect. SMP shall not be liable for any other expense other than the replacement of the product, whether or not the same is due to our negligence or to any defect any other expense, loss or damages claimed to be caused by a defect in the bearings. IN NO EVENT SHALL SMP BE LIABLE FOR LOSS OF PROFITS OR INCIDENT, INDIRECT OR OTHER CONSEQUENTIAL DAMAGES.

If the questioned components are determined to be compliant hereunder, the customer will be responsible for all incurred costs, testing cost of any replaced components and shipping costs. SMP will seek reimbursement for all cost associated with travel and accommodations of an SMP engineering team for the purpose of investigating any claim. This charge may include \$800.00 per day plus all travel and accommodation expenses.

The products must receive normal and proper use, and due care in handling. Normal wear and tear, deterioration due to aging or damage caused by environmental conditions, electromagnetic interference (“EMP”) or radio frequency interference (“RFI”) shall not constitute a defect or failure under this warranty. These Warranties do not cover defects resulting from non-documented adds, moves and changes, accidents, alteration, unauthorized repair, misuse, fire, flood, acts of God and or any diverse changes in temperature and climate not considered normal for an interior building infrastructure. All installation records must be updated to reflect any maintenance, movements, additions or changes and such records shall be made available to SMP upon request. SMP will not be responsible for moves, additions, or changes performed by parties other than an SMP certified MDIS installer. The Warranty is null and void if removed from original site of installation.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NONINFRINGEMENT OR ANY OTHER MATTER.

Program Registration and Validations

To register a project in the **P-25-C** the MDIS Installer must submit a warranty application and additional required project documentation to SMP for validation. Once SMP has deemed the project valid, SMP will issue an authenticated and numbered certificate. Where the MDIS Installer is no longer available, contact SMP.

State Law Rights

These warranties give you specific legal rights and you may also have other rights, which vary, from state to state. Some states do not allow limitations on how an implied warranty lasts or exclusion or limitations of incidental or consequential damages, so the above limitations or exclusions may not apply to you.