



Draka Communications - Americas
2512 Penny Road
Claremont, NC 28610

Telephone
828-459-9787
Telefax
828-459-8444

E-mail
sales@drakacomteq.us
Internet
www.drakaamericas.com

Program Summary
25 year Extended Warranty Program
Private and Premise Networks

Introduction

Draka's Private & Premise Networks Extended Warranty Program provides the end user with the confidence and security of knowing that their fiber cable solution for private networks or customer premise networks was designed, manufactured, tested, and installed to the highest performance standards in the industry, and is compatible / interchangeable with most connectivity manufacturer's packaged connectivity systems. Rest assured you are purchasing fiber cable from one of the world's largest fiber manufacturers who has a 98+ year history in the wire & cable business.

This program is designed for owners and installers of private networks or customer premise networks utilizing end-to-end Draka fiber optic cable products or solutions. This program is applicable for networks in Canada, United States of America, and Mexico. This extended warranty program is applicable for fiber cable products and solutions offered by Draka Communications-Americas.

Program requirements are outlined below.

Scope of Extended Product Warranty Program

Draka Communications – Americas (“Draka”) warrants to the owner of the installation (“Owner”), that subject to the terms, conditions and limitations stated herein, Draka, as its sole option, shall repair or replace any covered Draka Fiber Optic Cable Product installed in a Private Network or Premises Network by a Certified Member of the Draka Private / Premise Extended Warranty Program. Draka's guarantees products and solutions to be manufactured free of defects in material and workmanship. Draka warrants to the customer that Draka premise fiber optic cables will meet or exceed the standards defined in the ANSI/TIA/EIA 568 series industry specification that are in effect at the time of the product purchase.

This extended warranty shall apply for a period of twenty-five (25) years total for installations consisting only of Covered Draka Fiber Cable Products, commencing on the date of the completed installation (subject to final inspection and acceptance of the installation by Draka or a Certified Member of the Program.). The network must consist of end-to-end Draka fiber cable products.

This extended warranty covers only the repair or replacement, at Draka's sole option, of Covered Draka Fiber Cable Products and does not include any obligation to install any products or pay for any labor or other associated charges. In any event, Draka's obligations hereunder shall not exceed the original price of the Covered Draka Fiber Cable Products.

Draka Communication- America's warranties, obligations and liabilities, and owner's remedies stated herein are exclusive. There are no warranties, either expressed or implied, which extend beyond the face hereof: there is no warranty of merchantability or fitness for a particular purpose. Draka Communications-Americas shall not be liable for any special, incidental, consequential or other damages, including, but not limited to, loss of profits or revenues or damage to other goods.



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Approved Passive Connectivity Manufacturers:

This extended warranty is applicable when the passive connectivity equipment used in the network is supplied by one or more of the below manufacturers and each component is manufactured, tested, and independently verified by UL, ETL or any approved independent test agency that meets TIA 568 (Commercial Building Telecommunications Cabling) series industry standards. The recognized connectivity manufacturers for which this Draka extended warranty applies are:

- ADC
- AFL
- AMP / Tyco
- AllenTel
- Corning
- Draka
- Hellermann Tyton
- Hubbell
- Leviton
- * Molex
- * MultiLink
- * Ortronics
- * Panduit
- * Siemon
- * OCC / SMP
- * Systemax/Uniprise
- * 3M

Certified Installers

Installers who are participating in Draka's Extended Warranty Program are required to successfully complete the required training courses. Draka offers several options for required training courses across North America. See attachment " Training Requirements for Extended Warranty." To be eligible for this extended warranty program, the installer(s) must be an active member of the Draka Certified Installer program and have completed such required training within the past 2 years.

Terms, Conditions and Limitations

1. Installer shall complete and submit to Draka the *Warranty Registration Form* (see attachment) within sixty (60) days after the date of completed installation. The extended warranty shall be valid only if the *Warranty Registration Form* is completed and returned to Draka within this sixty (60) day period.
2. Certified installer must provide Draka with written notice within thirty (30) days of the discovery of any defect of the Covered Draka Communication-Americas Products to make a claim under the extended warranty. See attached " *Claim Procedure Form.*"
3. This extended warranty shall be null and void if any product failures are caused by improper installation, repairs or alterations, failure to use reasonable care in maintaining the Covered Draka Products, or Owner's failure to comply with all terms and conditions of the extended warranty, or if the Covered Draka Products are damaged by natural disasters, building structure failure, fire, chemical exposure, water damage, negligence, accident or misuse, including malfunction of other products.
4. This warranty does not cover liability for system downtime, inconvenience, disruption of business, property damage, punitive damages, or other incidental/consequential damages caused by failure of a fiber cable in a structured cabling system.
5. Draka and its agents shall have the right to inspect the installed Covered Draka Products during the term of this extended warranty. This may include Draka being able to verify the cable failure/defect prior to removal, replacement, or repair.
6. Draka shall have no obligation hereunder until all bills related to the Covered Draka Products have been paid in full to Draka, members of the Program and their material suppliers.
7. This warranty is limited to the original end user for whom it was installed and is not transferable.



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8. This warranty covers Draka fiber cable purchased directly from Draka or through channels approved by the manufacturer.
9. This program is applicable only to Draka fiber cable products in North America.
10. Before making a claim under this warranty and for a claim under this warranty to be valid, the End User must first resolve all non-connectivity hardware and non-cable related causes.
11. The warranty is void unless the system has been maintained in accordance with industry standards and any changes made after initial installation are done so by a Draka or BISC Certified Installer and each change is documented.
12. The warranty requires that all moves, adds, or changes be documented and registered with Draka. See attached form: Move – Add - Change Form.
13. The Draka fiber cable must have been installed according to manufacturer's best installation practices, and the cable cannot have been previously used.
14. Draka's failure at any time to enforce any provision here of shall not be construed to be a waiver of such provision.
15. This extended warranty supersedes all other warranties related to the Covered Draka Communication-Americas Products.

Documentation Required for Extended Warranty

1. Installer shall complete and submit to Draka the *Warranty Registration Form* (see attachment) within sixty (60) days after the date of completed installation. The extended warranty shall be valid only if the *Warranty Registration Form* is completed and returned to Draka within this sixty (60) day period.
2. The complete link / structured cable system must have been registered and certified by one of the passive connectivity manufacturers listed above
3. Each cable in the network must be field tested in accordance with the TIA 568 series industry standards in effect at the time of the purchase and the total network must have passed all TIA 568 requirements. Test results must be submitted and available to Draka. See attachment – Test Report.
4. All installation and maintenance records must be provided (original network installation design prints, test results, connectivity warranty registration with one of the above connectivity manufacturers, records of changes/additions/movements) to verify compliance with all applicable TIA 568 requirements.
5. Copies of original receipts for materials from the date of initial installation are required.
6. Bill of materials showing part numbers of Covered Draka Communication-Americas Products installed.
7. End-to-end attenuation test results, in electronic format, for the complete installation.
8. OTDR test device results or other test results as required by Draka Communication-Americas.

Membership Benefits

1. Expert Assistance

Product selection, specification guidance, and limited engineering assistance may be made available to certified installer members of the Draka Private / Premise Extended Warranty . Our trained engineering staff can provide guidance during phases of the private networks or premises cabling installation.

2. Support Materials

As members of the Draka Private / Premise Extended Warranty Program, certified installers may receive support materials regarding system development and installation of Draka Premise solutions Private Networks or Premises Fiber Optic Cable Solutions. These materials include Draka installation procedures, product catalogs and promotional literature.



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3. Early Access to New Technology

Members of the Extended Warranty Program are often briefed on upcoming and new technologies. Draka may approach members with special offers related to new technologies and trial programs.

Membership Requirements

1. Training

Installers seeking to participate in the Draka Private / Premise Extended Warranty Program are required to attend the identified Draka Communication-Americas training course(s).

2. Contract

Installers invited into the Draka Private / Premise Extended Warranty Program must complete and sign the Draka Private / Premise Extended Warranty Program Contract.

3. Recertification

Membership shall be for two-year intervals, subject to revocation for the following reasons:

- Installer's failure to follow Draka Communication-Americas standard recommended procedures
- Report of dissatisfaction with installer from installation owner
- Installer has ceased business, been adjudged bankrupt or insolvent under the laws of any country, made an assignment for benefit of creditors, filed a petition in bankruptcy or for reorganization, or if there should be any transfer of material controlling interest in, or a material change in management.
- Installer breaches the confidentiality provisions of the Draka Private / Premise Extended Warranty Program Contract
- Expiration of the Draka Private / Premise Extended Warranty Program Contract

4. Qualified On-site Personnel

All installations involving the Draka Private / Premise Extended Warranty must be designed by or reviewed by the certified member company's personnel who have successfully completed the Draka Communication-Americas training course within the two-year eligibility period, and a minimum of 50% of on-site supervision of the work must be performed by personnel who have successfully completed the Draka training course(s) within the two-year eligibility period.

5. Procedures

The installer must guarantee that each installation will be performed in accordance with Draka and industry-accepted standard procedures. The installer agrees to keep copies of all submitted documentation, for the period of the extended warranty, and to make them available to Draka Communication-Americas upon request.

6. Extended Warranty Registration

Within sixty (60) days of installation completion, the installer must submit to Draka Communication-Americas the Warranty Registration Form (attached). The Draka Extended Warranty is valid only if this form is completed in full and returned to Draka Communication-Americas within sixty (60) days of the installation completion. Warranty Registration Forms submitted after the 60-day period will not be processed.

7. Certificate and Registration Number

Draka Communication-Americas will issue a Certificate with a registration number for the specific installation to both the Draka Private / Premise Extended Warranty Program member and to the installation owner. The



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installation owner and Extended Warranty member shall use this registration number when making any claims based on the extended warranty. The certificate will indicate that the warranty period is twenty-five (25) years.

Definitions

“Covered Draka Communication-Americas Products” shall mean new fiber optic cable or connectivity products listed in Draka Communication America’s most current Product Catalog or any official supplement of this catalog released by Draka Communication-Americas, in each case when supplied by Draka and used in a Private Networks or Premises Fiber Optic Cable Solution. Covered Draka Communication-Americas Products shall not include test equipment, fusion splicers, tool, patchcords/cable assemblies, active components or software products.

“Private Networks or Premises Fiber Optic Cable” shall mean the passive optical cable components necessary to complete a permanently installed optical communications link between equipment rooms and working stations or end nodes within a commercial or industrial building or campus of buildings that are limited in scope by the definitions of the most current revision level of ANSI/TIA/EIA-568, and where the end-to-end fiber cable is owned and operated by the owner or tenant of the building or campus for the sole purpose of communications within the building or campus.

“Program” shall mean the Draka Private / Premise Extended Warranty Program, as amended from time to time.

“Certified Member” shall mean members who have signed and submitted the Draka Private / Premise Extended Warranty Program contract and completed the requirements identified by Draka Communication-Americas, including any updated training as may be required by Draka . In the event the Installer has multiple branch offices, each branch office must meet the criteria for membership into the Program.

“Trademarks” shall mean the Draka trade name, trademark and service and all trademarks for the Covered Draka Communication-Americas Products, or any variation, abbreviation, part or any combination thereof, or similar thereto, together with all applications to register and registrations of such names or marks or any other name or mark of which notice is later provided to Installer by Draka Communication-Americas.

Point of Contact:

Draka Fiber Cable
2512 Penny Road
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1-800-879-9862
www.DrakaAmericas.com
Attn: Private Networks Market Manager

Attachments

- a) Training Requirements for Installers
- b) Claim Procedure
- c) Registration Form
- d) Test Report
- e) End User Response Form
- f) Move-Add-Change Form

rev 9-9-08