

# CERTIFICATE OF WARRANTY

PRESENTED TO: \_\_\_\_\_

## LIMITED LIFETIME CERTIFIED WARRANTY

The Lifetime Certified Warranty with CMC Communications, LLC provides that all CMC installed products and cable manufacturers' products used in the Horizontal and Backbone cabling be free from material defects and workmanship defects (of the product) for a Lifetime with no transfer of ownership when installed by CMC Communications. CMC Communications warrants to the end user that our installation practices and workmanship will adhere to all BICSI and electrical code standards, or CMC Communications will fix or repair any installation faults at their cost. The warranty period shall be shown on the front of the Certified Warranty Certificate.

The Lifetime Certified Warranty is inclusive of a Basic Product Warranty providing that copper, fiber, A/V connectivity and assemblies installed by CMC Communications are covered for a Limited Lifetime against defective materials or workmanship from the date of purchase for the extended life of the building which shall not exceed forty years from the time of installation (the "Limited Lifetime Warranty Period"). The Basic Product Warranty also provides that all other passive structured cabling products installed by CMC Communications will be covered for a period of up to forty years against defective materials or workmanship from the date of purchase.

Should a defect or problem occur with any CMC Communications installed Product used in the Horizontal or Backbone cabling system within the forty year Certified Warranty with Certified Installation period, the item(s) will be replaced by the CMC Communications with labor costs being paid by its CMC Communications preferred manufactures (labor-rate must be pre approved by CMC preferred manufactures) for the replacement or repair of only the defective Product(s) covered under this warranty program.



CMC COMMUNICATIONS

\_\_\_\_\_  
AUTHORIZED SIGNATURE - DATE

## WARRANTY CONDITIONS

For this warranty to be valid: 1) The System components must have never been used before; 2) The System must have been installed by a CMC Communications in accordance with the BICSI and local electrical code installation specifications, the requirements of the above mentioned technical standards, and the terms and conditions specified in the CMC Communications terms of use. 3) All installation records must be updated to reflect any maintenance, movements, additions or changes, etc. CMC Communications will not be responsible for moves, additions or changes performed by parties other than CMC Communications; 4) All warranty claims must be made to CMC Communications or the local Manufacturer representative, within 5 days of discovery of the alleged defect in the System Products.

**In the event of a warranty claim:** 1) Proper System design, installation, use and maintenance of the Products and System must be demonstrated to CMC Communications; 2) System documentation and maintenance records must be made available upon request; and 3) The end user shall provide free access to the System to both CMC Communications and manufacturer.

## WARRANTY EXCLUSIONS

This warranty does not cover: 1) Products not specifically designated as being eligible for Warranty coverage when installed in the Structured Cabling Link/Channel or Backbone; 2) Products not supplied directly by CMC Communications or through channels approved by CMC Communications; 3) Products used in the Structured Cabling Link/Channel or Backbone, which were falsely represented as being in compliance with the Product, System Link/Channel or Backbone Warranty registration requirements and procedures; 4) Defects resulting from non-warranted work areas, patching or equipment cords, or from moves, additions and changes by parties other than CMC Communications; and 5) Defects resulting from a noncompliant or improper System design, installation, use, repair, or any System alterations, misuse, neglect, accident or abuse. This Warranty does not cover normal wear and tear or damages occurred by acts of god or normal use. If any other structured cabling contractors work in or on the infrastructure cabling system installed it will void all warranties and release CMC Communications and its manufacturers from all labor, replacement costs and liabilities. So please call CMC Communications only when needing any future add's, moves or changes to your network infrastructure cabling.



**WARRANTY LIMITATIONS**

This warranty is 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, non-infringement or any other matter. The remedies provided for in the preceding paragraphs shall constitute the sole recourse of end user against CMC Communications for breach of any obligations to end user, whether the claim is made in tort or in contract, including claims based on warranty, negligence, strict liability, fraud, misrepresentation, or otherwise. In no event shall CMC Communications be liable for special, indirect, incidental or consequential damages (regardless of the form of action, whether in contract or in tort, including negligence), including, without limitation, lost profits or economic damage arising out of the failure of a system. Nor shall the liability of CMC Communications 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 purchase price of the Products and the installation.

**CLAIM PROCEDURE**

1) 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. 2) Warranty claims shall initially be made to CMC Communications. 3) Cabling System repair and replacement due to component failure will be performed only after CMC Communications has reviewed and verified the System prior to the removal, replacement or repair of the defective System Products. 4) Any disputes under this warranty shall be subject to and shall be governed by the laws of Connecticut (other than its rules regarding choice of law). Any disputes relating thereto are subject to the jurisdiction of the courts of the State of Texas and the federal courts therein, regardless of the location of any installation, which may be subject of a dispute.

**WARRANTY REMEDY**

CMC Communications will utilize static and dynamic testing and verification equipment of its option to validate warranty claims. End user may be subject to expenses associated with invalid warranty claims. For valid warranty claims, CMC Communications will replace or repair any qualified Product found to be noncompliant, and cover reasonable cost of labor to effect necessary work.



INVOICE # : \_\_\_\_\_

CUSTOMER : \_\_\_\_\_

ADDRESS : \_\_\_\_\_