



BULK CABLE & WIRE

25 Year Parts and Performance Warranty

WARRANTY STATEMENT

Subject to the limitations and conditions set forth herein, Ethereal Bulk Wire & Cable warrants to the End-User that Ethereal Bulk Wire & Cable connecting hardware when installed with Ethereal Bulk Wire & Cable approved cable products under this warranty:

- (a) Will be free from defects in materials and workmanship;
- (b) Will comply to ANSI/TIA/EIA-568-B.2-1 specifications in effect at the time of installation, and
- (c) Will support any current applications and approved applications for which it was initially designed.

For valid claims under this warranty, Ethereal Bulk Wire & Cable will, at its discretion;

- Use an Ethereal Bulk Wire & Cable registered contractor of its choice to replace or repair any defective component of the System, or
- Provide credit for any component found to be non-compliant and cover reasonable cost of labor to affect necessary work.

Ethereal Bulk Wire & Cable and Ethereal Bulk Wire & Cable-approved cable partners reserve the right to inspect the installation site and determine the cause of defect or failure.

WARRANTY DURATION

The duration of this Warranty begins the date of project completion after all test data and documents have been received. Any warranty repairs, replacements, moves, additions or changes will only be covered by this Warranty for the then current balance of the original warranty period.

WARRANTY CONDITIONS

Ethereal Bulk Wire & Cable's obligations pursuant to this Warranty are conditional upon:m being registered with Ethereal Bulk Wire & Cable within 30 business days

of project completion by the End-User providing to Ethereal Bulk Wire & Cable the properly completed and signed Ethereal Bulk Wire & Cable Warranty Application Form and then Ethereal Bulk Wire & Cable issuing a Warranty Certificate based on the information provided;

- (b) All installation work being undertaken by an Ethereal Bulk Wire & Cable registered contractor, in accordance with the manufacturer's installation specifications and the installation and system design requirements of the edition of the cabling Standard EIA/TIA 568 current at the time;
- (c) The System consisting of permanent links solely constructed with Ethereal Bulk Wire & Cable or Ethereal Bulk Wire & Cable approved products that are within 3 months of manufacture and have never been used before;
- (d) Installation Records showing the location and designation of all installed links being recorded on "as-built" floor plan drawings;





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- (e) Every installed link being tested with a Level IIe (or above) field tester with Category 5e/ Class D: 2000 permanent link limits and Category 6/Class E for each link a Test Record with the same link designations as shown on the Installation Records being produced;
- (f) All Installation Records and Test Records being maintained by the End-User and updated to reflect any maintenance, movements, additions or changes, during the lifetime of this Warranty; and
- (g) Any warranty claim being made within the warranty period specified above and by following the warranty claims procedures set out below.

WARRANTY CLAIMS PROCEDURE

- (a) Within 15 business days of the End-User discovering a problem with the System, the End-User must notify the Installation Contractor and provide free access to the System to allow the Installation Contractor to identify the problem.
- (b) After identification of the problem, and within 30 business days of the End-User discovering the problem, the Installation Contractor must notify Ethereal Bulk Wire & Cable if there is a potential claim pursuant to this Warranty.
- (c) The End-User must ensure that all documentation relating to the System design, installation, testing, administration and maintenance is made available to Ethereal Bulk Wire & Cable on request.
- (d) System repair and replacement due to component or cable failure will be performed pursuant to this Warranty only after Ethereal Bulk Wire & Cable has reviewed and verified the System prior to the removal, replacement or repair of any defective System components.
- (e) To facilitate System repair the End-User must provide free access to the System by Ethereal Bulk Wire & Cable representatives and an UL registered representatives.
- (f) All disputes under this Warranty are subject to and will be governed by and construed in accordance with the laws of Florida and each party irrevocably submits to the jurisdiction of the courts of that State.

WARRANTY CONDITIONS

This Warranty does not cover:

- (a) The installation, maintenance of other portions of the End-User's System that does not form part of the Ethereal Bulk Wire & Cable System;
- (b) Components not specifically designated by Ethereal Bulk Wire & Cable as being eligible for this Warranty;
- (c) Ethereal Bulk Wire & Cable components not supplied directly by Ethereal Bulk Wire & Cable or through channels approved by Ethereal Bulk Wire & Cable;
- (d) Defects resulting from a non-compliant or improper System design, installation, use, repair, or any System alterations, misuse, neglect, accident or abuse; and





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- (e) Defects resulting from moves, additions or changes performed by parties other than the Installation Contractor.

WARRANTY LIMITATIONS

- (a) Subject to item (c) below, this Warranty is exclusive and in lieu of all other Ethereal Bulk Wire & Cable warranties and the remedies provided for in the preceding paragraphs constitute the sole recourse of the End-User against Ethereal Bulk Wire & Cable and Ethereal Bulk Wire & Cable's approved distributors for breach of any obligations to the End-User whether the claim is made in tort or in contract, including claims based on warranty, negligence, strict liability, fraud, misrepresentation, or otherwise.
- (b) Without limiting the "Warranty Exclusions" above, in no event will Ethereal Bulk Wire & Cable or its approved distributors 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 the System.
The liability of Ethereal Bulk Wire & Cable and its approved distributors in respect of any claim or damage arising out of or connected with this Warranty or the manufacture, sale, delivery, installation or use of the System will not exceed the total of the purchase price of the System and the installation costs.
- (c) If Ethereal Bulk Wire & Cable breaches any condition or warranty implied in favor of the End-User by any other applicable law which cannot lawfully be excluded then to the extent permitted by applicable law the liability of Ethereal Bulk Wire & Cable to the End-User is limited to:
 - (i) In the case of services provided to the End-User:
 - a. The re-supply of the services; or
 - b. The payment of the cost of having the services supplied again, at the election of Ethereal Bulk Wire & Cable; and
 - (ii) In the case of goods supplied to the End-User:
 - a. The replacement of the goods or the supply of equivalent goods;
 - b. The repair of the goods;
 - c. The payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - d. The payment of the cost of having the goods repaired, at the election of Ethereal Bulk Wire & Cable



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