

#smartconnection

LANmark™



**Warranty
Certified System**

www.aginode.net



General Warranty Information - Terms and Conditions

Definitions

Aginode

Aginode refers specifically to Aginode Group and all its fully owned subsidiaries, like for example Aginode Belgium NV.

Products

Products covered under the Warranty are defined in the specific Warranty Modules.

End-User

the owner of the final Cabling Infrastructure.

Approved Partner

Aginode accredited partner qualified and approved to install the products.

Warranty Modules

The specific warranty information relating to a particular type of system.

What is covered ?

Aginode warrants to the End User that the products referenced within the specific Warranty Modules (System) when correctly installed in accordance with Aginode guidelines:

- 1 Will be free from product defects in materials and workmanship.
- 2 Will comply with the performance specifications detailed within the relevant Aginode Product Data Sheet(s) and in the specific Aginode Warranty Module in force at the time of installation.
- 3 Will exceed the applicable link and channel performance as defined in the specific Warranty Module.
- 4 Will support any current or future application as defined in the specific Warranty Module.

For how long?

A Aginode Certified System Warranty is valid for twenty-five years from the date of issue of the warranty certificate.

Installed Products which have not been registered as a warranted system are covered by a standard guarantee as mentioned in our General Terms and Conditions of Sales.

What will we do ?

In the event of a valid claim :

- 1 Aginode will replace or repair any defective parts free of charge; and
- 2 If the system has been installed by a Aginode approved partner, Aginode will pay the labour cost to replace and/or install the defective components.

Conditions

The warranty is valid if:

- 1 The system has been registered with Aginode prior to installation.
- 2 The system components are new and have not been used before.
- 3 All Patch Cords, Baluns and Adaptors used to connect the application or links are original Aginode products or specifically approved by Aginode.
- 4 The system components have been stored and used following the operation environment and working conditions they were designed for, and installed in accordance with Aginode guidelines.
- 5 The system has either:
 - 5.1 Been installed by a trained Aginode Approved Partner or
 - 5.2 Has been installed in accordance with Aginode Installation guidelines AND the relevant Warranty Application Form has been duly completed and validated by Aginode.
- 6 All installation records must be updated to reflect any maintenance movements, additions, or changes etc. Aginode will not be responsible for any modifications performed after the issue of a Warranty Certificate unless these also comply with the conditions of this warranty. Failure to follow this warranty procedure for modifications will invalidate the initial warranty.
- 7 Aginode will only pay the labour cost of re-installing defective components if a Aginode Approved Partner carries out the work. The Approved Partner may or may not be the same as the Approved Partner contracted to complete the original installation, at the discretion of Aginode.

In the event of a claim: Aginode

- 1 The End User must first rule out the possible causes of the failure not related to Aginode.
- 2 Any warranty claim must be made initially to the Approved Partner, or to Aginode within 5 days of discovery of the alleged defect.
- 3 If a non-approved installer has been used:
 - 3.1 the End User must demonstrate the use of proper system design, installation, use, and maintenance in accordance with Aginode guidelines.
 - 3.2 System documentation and maintenance records must be made available to Aginode on request.
- 4 The End User shall provide free access to the system for either Aginode or a Aginode Approved Partner.
- 5 The repair or replacement of defective products will only be performed after Aginode has reviewed and verified the system and agreed cost estimates involved prior to removal, replacement or repair of the defective products.
- 6 Any disputes under this warranty shall be governed by the laws of Belgium without refering to its choice of law provisions.

Exclusions

The warranty does not cover claims which include, among others, the following items:

- 1 The installation and maintenance of any other portions of the End Users system – e.g. existing portions prior to the installation of the warranted system ;
- 2 Products not specifically covered in the relevant Warranty Module ;
- 3 Products not supplied directly or through channels approved by Aginode ;
- 4 Defects resulting from moves, changes or additions made by a party other than an Approved Partner;
- 5 Defects resulting from a non-compliant or improper system design, installation, use or repair by non-approved installers ;
- 6 Defects resulting from any misuse, neglect, accident, abuse or excessive wear and tear ;

- 7 Active components and products (like Fibre to Copper media-converters and Wireless LAN equipment) are specifically excluded from the 25 year warranty;
- 8 Any specific exclusions relating to, and detailed within, a specific Warranty Module
- 9 Cables immersed in water or liquids or exposed to paints or solvents.

Limitations

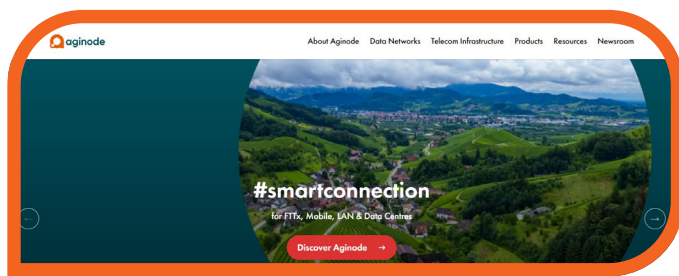
The warranties contained here are in lieu of all statutory warranties, express or implied, including warranties or merchantability or fitness for a particular purpose. The remedies stated herein are the sole and exclusive remedies available under the warranties granted herein.

Notwithstanding anything to the contrary contained in this contract, Aginode's aggregate liability arising out of or in connection with the present contract, whether based on breach of contract, statutory warranty or otherwise, shall in no event exceed the repair, removal and reinstallation of the defective product with respect to which any related claim may be made. With the exception of bodily injuries, Aginode shall not be liable for any special, indirect, incidental or consequential damages of any kind, and Aginode shall not be liable for losses of use, data, profit, income, business, anticipated savings, reputation, and more generally, any losses of an economic or financial nature, whether these may be deemed as consequential or arising directly and naturally from the incident giving rise to the claim.

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