

## Draka Comteq UK Limited - UC Connect System Warranty

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### 1. Introduction

Draka warrants that the structured cabling system (the “System”) will be free from defects in materials and workmanship for 25 years in accordance with the terms and conditions set out below.

The Warranty may be transferred by the End User provided that a site inspection is performed by or on behalf of Draka to ensure that it is still in compliance with Draka’s installation guidelines and in accordance with the terms and conditions of the Warranty set out in clause 7. Any inspection carried out on transfer of the Warranty will be carried out at the cost of the End User.

Any alterations and / or additions to the original warranted System shall render this Warranty void unless such alterations or additions were carried out by an Approved Installer and the alteration or addition has been registered as set out in this Warranty. The expiry date of any warranted System to which alterations or additions have been made will be the earliest of the expiry dates of any part of the System.

### 2. Definitions

“**Approved Installer**” shall mean a person who has completed the relevant installation training to the satisfaction of Draka and who holds a current Approved Installer training certificate for UC Connect endorsed by Draka.

“**Approved Distributor**” shall mean an organisation with which Draka has a valid current agreement for the sale and purchase of the Product.

“**Draka**” shall include any authorised employee or representative of Draka Comteq UK Limited.

“**End User**” shall mean the beneficial user of the warranted System.

“**System**” shall comprise of communications cables, cords and connecting hardware (Products either listed in the Draka catalogue/website and/or confirmed by Draka in writing) that can support the connection of Information technology equipment, as defined in Edition 2.2 of ISO/IEC 11801, TIA-EIA-568B.2.A.10 and EN50173-1:2007.

“**Warranty**” shall mean the agreement between Draka and the End User under the terms and conditions set out in this document.

### **3. Warranty Procedure**

Installations carried out by an Approved Installer using Products bought from an Approved Distributor are eligible to register for this Warranty.

The latest issue of the Installation Guidelines for design, installation and testing need to be strictly followed (reference: Installation Guideline\_issue1.pdf).

Warranty registration forms can be found at  
<http://communications.draka.com/sites/eu/uk/Pages/Support-Warranty-Program.aspx>.

Completed forms along with test results to be sent to  
[ucconnect.warranty@prysmiangroup.com](mailto:ucconnect.warranty@prysmiangroup.com)

Warranty registration will not be accepted unless:

- (a) The Approved Installer has adhered to all Draka installation guidelines throughout the installation.
- (b) All Products used by the Approved Installer are Draka components which have been bought from an Approved Distributor.
- (c) The Approved Installer makes a Warranty registration request on completion of the installation.
- (d) The system design meets all the requirements as stated in Edition 2.2 of ISO/IEC 11801.

Draka reserves the right to require additional information for the registration request to be processed. This may include site schematics and / or drawings, test reports, bills of materials and any other relevant information relating to the design and installation practices. Draka aims to complete Warranty registrations within ten business days from the date when all required information has been received.

Once the registration has been approved, Draka will email the End User to notify him that the Warranty registration certificate has been registered. The terms and conditions of the Warranty are available for download at  
[http://communications.draka.com/sites/eu/uk/Documents/Warranty/W\\_terms.pdf](http://communications.draka.com/sites/eu/uk/Documents/Warranty/W_terms.pdf)

The Approved Installer must retain copies of the bills of materials, test reports and relevant drawings for the term of the Warranty. Approved Installers may be required to provide documents for Draka in connection with any claims related to installation.

#### **4. What is covered by the Warranty?**

This warranty covers Copper and Optical fibre link (which includes outlet to patch panel and/or patch panel to patch panel), or Channel (which includes the patch cords). The Warranty covers the following components and applications if approved for use in the System in which they are installed and if the installation is carried out by an Approved Installer who bought the Products from an Approved Distributor.

Components:

- (a) Horizontal links (patch panel to outlet)
- (b) Cabinet and Backbone links (patch panel to patch panel)
- (c) Patch cords
- (d) All optical fibre installations

Applications:

- (a) Class D – UC300
- (b) Class E - UC400
- (c) Class EA – UC 500

#### **5. What is NOT covered by the Warranty?**

This Warranty excludes claims which include the following:

- (a) Installed links which have been damaged accidentally, maliciously, neglect and/or misuse.
- (b) Damage as a result of external factors beyond the control of Draka.
- (c) Products not included in the current warranty.
- (d) Products not supplied through either an Approved Distributor, an Approved Installer or direct by Draka.
- (e) Previously installed systems and components that are already part of the End User's system prior to the installation of the warranted system..
- (f) Defects arising from moves, changes or additions made by anyone other than an Approved Installer.
- (g) Defects resulting from a non-compliant System design, installation, use or repair carried out by anyone other than Approved Installers.
- (h) Active components and products such as fibre to copper media converters and wireless LAN equipment.

- (i) Any cables or components which have been exposed to moisture or other liquids or exposed to paint, solvents, other volatile or corrosive substances/environments.
- (j) The de-installation or re-installation of systems, links, cables or components.

## **6. Warranty Claim Procedure**

If there is a fault with the System, the End User should contact the Approved Installer who installed it. The Approved Installer will inspect the site to establish the cause and extent of the problem and contact Draka. At its discretion Draka may visit the site and carry out an inspection. Any installed Draka Products which are covered by a valid Warranty and found to Draka's satisfaction to be faulty will be repaired or replaced ex-works.

Before making a claim under this Warranty, the End User must first resolve all cable and non-connectivity related causes. The End User will be responsible for the cost of removal and reinstallation.

## **7. Conditions of Warranty**

- (a) This Warranty is subject to Draka's Conditions of Sale, current edition 19.06.15, (a copy of which is available on the Draka website or on request) and does not affect the End User's statutory rights. If there is any conflict or inconsistency between this Warranty and Draka's Conditions of Sale, then the terms set out in this Warranty shall prevail. This Warranty is governed by and interpreted in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.
- (b) Design, installation, testing and documentation of the entire System must be managed by an Approved Installer.
- (c) The registered System must be constructed entirely with Draka Products.
- (d) All changes, additions and moves to the System following installation must be registered, installed and tested as described in this Warranty.
- (e) Upon completion of the System, the Approved Installer must submit the required documents to the UC Connect Co-ordinator, Sales Office, Draka Comteq at Crowther Road, Washington, Tyne & Wear NE38 0AQ .
- (f) In case of breach of warranty, the End User's sole remedy and Draka's sole obligation shall be, at Draka's sole discretion, to repair or replace any defective Products. Repair or replacement as provided above shall be the End User's sole remedy with regard to the System, its supply and performance.
- (g) In no circumstances shall Draka's total liability for the System exceed the aggregate purchase price for all Draka Products included in the System at the date of registration. The warranties and remedies described herein are in lieu of all other warranties, expressed or implied, including but not limited to any expressed or implied warranties of fitness for a particular purpose which Draka expressly disclaims.

(h) This Warranty shall expire automatically 25 years after the date of registration.