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## MOHAWK Channel/Mate®

### Category, Backbone and Fiber Optic Cables

### 25-year Product & Link and Channel Performance Warranty

#### THE WARRANTY

MOHAWK CABLE ("MOHAWK") warrants to the end-user ("End-User") indicated in the accompanying MOHAWK Open Architecture Cabling System Registration Certificate issued by MOHAWK (the "Registration Certificate") that, subject to the limitations in this warranty, all products comprising the MOHAWK Channel Cabling System as listed on the MOHAWK Open Architecture - Warranty Approval Application ("Application") accompanying the Registration Certificate will, for a period of twenty-five (25) years from the Issue Date stated on the Registration Certificate (the "Warranty Period"), under normal and proper use, (1) be free from defects in materials and workmanship, (2) meet or exceed the applicable mandatory permanent link or channel electrical performance requirements of TIA/EIA-568-B standards (as adopted in May 2001 and as amended through January 2008) unless otherwise noted on the Application.

#### TO WHOM THIS WARRANTY PROVIDES COVERAGE

This warranty is only for the benefit of the original End-User to which the Registration Certificate is issued and is non-transferable.

#### CLAIM REQUIREMENTS

The End-User must inform MOHAWK within 5 days upon discovery of any failure or defect which may be covered by this warranty, and in any event before the end of the Warranty Period, or this warranty will not apply. For a claim to be valid, the End-User must provide MOHAWK and its designates with (a) copies of invoices showing the original installation cost and purchase price of the products, (b) full access to the installation site for inspection and, if applicable, repair or replacement, and (c) records of successful testing performed on the system within 30 days of the original installation (and within 30 days of any moves, additions or changes).

#### EXCLUSIONS

This warranty does not apply unless the subject cabling system meets all Requirements for Warranty Approval as a MOHAWK Channel Cabling System as set forth in the MOHAWK Channel - System Warranty - Installer Guidelines (the "Installer Guidelines") as in effect at the time of installation, regardless of the Registration Certificate having been issued. Further, this warranty does not apply to any products which have been subject to any misuse, abuse, neglect, unauthorized or improper repairs, acts of God or accidental damage (including without limitation damage by fire, water or natural disaster), or which have not been designed, installed, tested and documented in compliance with the Installer Guidelines as in effect at the time of installation (including without limitation all relevant standards referenced within such Installer Guidelines). Moves, additions or changes will invalidate this warranty unless in accordance with the Installer Guidelines as in effect at the time of the move, addition or change.

NORMAL WEAR AND TEAR, DETERIORATION DUE TO AGING OR DAMAGE CAUSED BY ENVIRONMENTAL CONDITIONS, ELECTRO-MAGNETIC INTERFERENCE (EMI) OR RADIO FREQUENCY INTERFERENCE (RFI) SHALL NOT CONSTITUTE A BREACH OF THE FOREGOING WARRANTY. FURTHER, BUYER ACKNOWLEDGES THAT (a) SOME PRODUCTS OR MATERIALS USED IN MOHAWK'S PRODUCTS MAY HAVE A NORMAL LIFE EXPECTANCY THAT IS LESS THAN THE PERIOD OF THE WARRANTY SET OUT IN THE PARAGRAPH ENTITLED "THE WARRANTY" ABOVE; AND (b) PREMISE CABLE IS NOT SUITABLE OR INTENDED FOR USE IN ANY ENVIRONMENT EXCEPT TYPICAL PREMISE ENVIRONMENTS, AND WITHOUT LIMITING THE FOREGOING, PREMISE CABLE IS NOT SUITABLE FOR OUTSIDE PLANT (OSP), STEAM TUNNELS OR FOR A MAXIMUM CONTINUOUS OPERATING TEMPERATURE OF MORE THAN 60 °C.



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## **WHAT MOHAWK WILL DO**

Upon MOHAWK's determination of a breach of the foregoing warranty, it will at its option either repair, provide replacement product for, or refund the purchase price of, the relevant products. If MOHAWK, at its option, chooses to provide replacement products, it may use new or reconditioned replacement parts with the same or reasonably equivalent specifications. Any such repair or replacement shall be warranted hereunder for the remainder of the term of this warranty. The End-User agrees to take all reasonable acts (including those requested by MOHAWK) to pursue third parties who may be responsible for non-MOHAWK products covered by this warranty in order to reduce MOHAWK's obligations under this warranty (or for MOHAWK to receive third party reimbursement if MOHAWK has already performed such obligations). To the extent that such efforts are unsuccessful, however, MOHAWK's obligations under this warranty will not be reduced.

## **ARBITRATION; GOVERNING LAW**

Any dispute arising from or relating to this warranty shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over it. The arbitration shall be conducted in Saint Louis, Missouri, in accordance with the United States Arbitration Act. The arbitrator(s) shall actively manage the arbitration to make it fair, expeditious, economical and less burdensome and adversarial than litigation. The award rendered shall not include punitive damages, and shall be accompanied by a statement of the reasons upon which the award is based. Regardless of the installation site, this warranty (including arbitration to the extent provided by this paragraph) shall be governed by and construed in accordance with the law of Massachusetts without regard to its conflicts of law principles.

## **LIMITATIONS OF WARRANTY**

The above paragraph sets out the End-User's sole and exclusive remedy and MOHAWK's sole and exclusive obligation for breach of this warranty. EXCEPT AS SPECIFICALLY STATED IN THIS WARRANTY, IT IS ACKNOWLEDGED THAT MOHAWK HAS GIVEN NO OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS WARRANTY.

REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, IN NO EVENT SHALL MOHAWK BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, DATA, TIME, REVENUES OR THE LIKE, NOR SHALL MOHAWK'S TOTAL LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS WARRANTY OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS COVERED BY THIS WARRANTY EXCEED THE PURCHASE PRICE OF SUCH PRODUCTS. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

(v.: 1.0)