

# **DATWYLER SYSTEM WARRANTY**

## **Copper Cabling System**

### **General Warranty Provisions**

July 2014

# System Warranty



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# System Warranty



## 1. What is covered by the Datwyler System Warranty

This warranty agreement applies exclusively to Datwyler cabling systems made from components listed in Appendix A1 – Systems Covered by Warranty.

## 2. Terms and definitions

### 2.1. Warrantor

Dätwyler Cabling Solutions AG  
Gotthardstrasse 31  
6460 Altdorf, Switzerland

#### **For Switzerland, Great Britain, South Europe and Latin America represented by the Sales Organisation:**

Dätwyler Cabling Solutions AG  
Gotthardstrasse 31  
6460 Altdorf, Switzerland

#### **For Germany, Austria, Russian Federation, Eastern Europe, Scandinavia and Benelux:**

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#### **For United Arab Emirates:**

Datwyler Middle East  
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P.O. Box 263480  
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#### **For Singapore:**

Datwyler (Thelma)  
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SG-638103 Singapore

#### **For China:**

Datwyler Cables+Systems  
(Shanghai) Co. Ltd  
Building 16, No. 1-111  
Kang Qiao Dong Road  
Kang Qiao Industrial Zone, Pudong  
CN-201319 Shanghai, P.R. China

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## 2.2. Warrantee

The legal entity being given a Datwyler System Warranty.

## 2.3. Certified installer

An installer who has attended a Datwyler training seminar on copper data processing technology and is registered with Datwyler as a certified installer.

## 2.4. Datwyler cabling system

Cables and connecting components (Appendix A1) approved by Datwyler for the System Warranty and for conformity to the selected class/category.

## 2.5. Acceptance requirements

Information on the conduct of acceptance testing and on compliance with the limit values stipulated by the Standards (Appendix A2).

## 2.6. Warranty Registration and Agreement

System Warranty Registration and Agreement document (Appendix A3) to be completed by the warrantee.

## 2.7. 25 Year System Warranty Certificate

System Warranty Certificate, handed over to the warrantee once the requisite submission documents have been successfully checked (Appendix A4).

## 2.8. Network Installation Certificate

Certificate issued to a participant following the successful completion of a training seminar on copper data processing technology (Appendix A5).

Information on training courses and dates are available on the [www.datwyler.com](http://www.datwyler.com) website under "Cabling Solutions => Companies => Training".

## 2.9. Standards

The Standards defined in Systems Covered by the Warranty (Appendix A1) apply.

## **3. Content of the Datwyler System Warranty**

### **3.1. Component warranty**

For a period of 5 years Datwyler guarantees that all the components of the Datwyler cabling system are free from material or processing defects.

### **3.2. Datwyler 25 Year System Warranty**

For a period of 25 years Datwyler guarantees that the Datwyler cabling system installed at least meets or even exceeds the values stipulated in the Standards on the date the components are delivered.

## **4. Warranty conditions**

### **4.1. To claim under the Datwyler System Warranty the following conditions must be met:**

#### **4.1.1. Warranty registration**

The Warranty Registration (Appendix A3) for the 25 Year Datwyler System Warranty issued to the warrantee must be completed in full, signed by a certified installer and filed within 3 months, with Datwyler following acceptance of the installation. By signing Appendix A3 the client confirms

- that the components were installed in compliance with their product specification and in accordance with Datwyler's installation guidelines.
- that the Datwyler cabling system to be certified was tested and documented in accordance with the acceptance requirements (Appendix A2);
- that the test results submitted are consistent with the values actually measured;
- that the system installed conforms to the values specified in the Standards and was created with the approved components in Appendix A1.

#### **4.1.2. Material used**

Only brand-new Datwyler components in the original packaging must be used for the permanent link.

#### **4.1.3. Installation and acceptance testing**

The installation and acceptance testing of the Datwyler cabling system may only be carried out by individuals possessing a valid Datwyler Network Installation Certificate.

#### **4.1.4. Calibration**

A copy of the calibration certificate for the test equipment used for acceptance testing, valid on the date of testing, must be submitted.

If the warrantee has a support contract with a test equipment manufacturer for the calibration of the test equipment, the support contract number must be stated.

## **4.1.5. Handover of measured values**

The warrantee shall hand over to Datwyler a copy of the measured values of the permanent links. The measurements can be uploaded to the Datwyler Sharefile system or transferred on standard storage media. The regional upload link for the Datwyler Sharefile system is given in Appendix A3.

The storage medium and the data transferred shall become the property of Datwyler. The warrantee himself shall administer the original data for the period of the warranty.

## **4.1.6. Inspection of the installation**

The warrantee shall ensure that Datwyler is able to inspect the cabling system – even during the installation phase.

## **5. Services provided by Datwyler**

### **5.1. Data sheets**

Datwyler will provide the warrantee with data sheets and installation guidelines for the components included in the Datwyler cabling system.

### **5.2. Planning aids**

Datwyler will provide the warrantee with planning aids for assembling a cabling system.

### **5.3. Seminars**

Datwyler will conduct certification seminars and will issue a non-transferable certificate on successful completion of the training course. The cost will be covered by the individual obtaining certification. Information on training courses and dates are available on Datwyler's website.

### **5.4. Document checking / issuing the System Warranty**

After checking the completeness of the documents submitted Datwyler will hand over to the warrantee the Datwyler System Warranty for the cabling system installed.

If documentation is incomplete or incorrect Datwyler explicitly reserves the right to issue a warranty. The Datwyler system warranty is not transferable to third parties.

## **6. Modifications and extensions to certified cabling systems**

### **6.1. Modifying the cabling system**

Should the warrantee intend modifying a cabling system for which a Datwyler System Warranty already exists, the warranty will not be valid unless Datwyler is notified of the modification before work commences. After verification of the modification and acceptance by Datwyler the initially warranty provisions and duration remain in force.

## 6.2. Extending the cabling system

Should the warrantee intend incorporating an extension of a Datwyler cabling system into an existing Datwyler System Warranty, an application must be made to Datwyler with the note "Warranty extension" in Appendix A3 with all the requisite documents upon which the warranty is conditional..

## 7. Complaints relating to components

### 7.1. Component checks

The warrantee will check the components supplied by Datwyler within ten working days of delivery. Datwyler must receive immediate written notification of any defects found during this inspection.

### 7.2. Return of components found to be defective

After prior consultation with the Datwyler sales organisation responsible, the defective components should be sent to Datwyler together with a copy of the original invoice and delivery note so that the defect can be examined. For the shipment the RMA-procedure (Return Material Authorization) has to be applied.

## 8. Complaints relating to the Datwyler cabling system

### 8.1. Complaints during the warranty period

Should there be a complaint relevant to the warranty during the warranty period, the warrantee must provide Datwyler with the following information:

- detailed description of the problem
- copy of the delivery note and invoice for the components used
- Warranty Agreement for the certified Datwyler cabling system
- the archived stored measurement values of the certified cabling system

### 8.2. Inspection of the installation by Datwyler

If the problem cannot be clearly defined on the basis of this information, Datwyler shall be entitled to test and examine the Datwyler cabling system on site at any time.

### 8.3. Justified complaints

In the event of a complaint, Datwyler's written consent must be obtained before any work is carried out on the defective transmission link.

Dätwyler will accept the costs of replacing or repairing the components concerned by a certified installation contractor at the customary local prices.

The costs accepted shall be limited to the original installation costs inclusive of material.

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For defect rectification Datwyler may use components which are at least equivalent to the same product specifications of the defective components.

The disassembled and replaced components shall be made available to Datwyler free of charge.

## **8.4. Unjustified complaints**

Should the complaint prove unjustified, the warrantee shall meet all the costs incurred by Datwyler in establishing and analysing defects in the Datwyler cabling system.

## **8.5. Minimising costs**

The warrantee is under an obligation to minimise costs as a matter of principle.

## **8.6. Exclusion of further rights relating to defects**

The warrantee is not entitled to other rights relating to defects.

## **9. Exclusion of warranty payments**

### **9.1. Warranty exclusion**

Datwyler will not make any payments within the scope of this warranty

- if the client suffers no damage;
- if the components of the Datwyler cabling system are/were not used or operated as intended;
- if the components were damaged, modified or incorrectly installed;
- if the components are/were operated in an environment which does not conform to the product specifications;
- if measurement results were manipulated;
- if defects occur due to thermal, chemical, electrical or electrolytic influences;
- for damage outside Datwyler's control, e.g. fire, water, flood, war, lightning strike, earthquake, explosions or act of God.

Also excluded from the warranty are wearing parts such as connecting cables and patch cables, connectors, couplings, etc.

## **10. Termination of Datwyler System Warranty**

The Datwyler System Warranty will automatically be terminated without prior notice when the warranty period expires 25 years after the warranty certificate was issued.

It will also terminate in the event of any modification to the Datwyler cabling system of which Datwyler was not notified in writing or did not approve.



## 11. Exclusion of liability

As a matter of principle Datwyler does not accept liability for consequential damages which could be caused by an allegedly defective Datwyler cabling system, for example loss of earnings, loss of data, data reprocessing, computer rebooting and downtime, or for damage to equipment or third party claims against the warrantee.

This exclusion of liability also applies in cases where Datwyler was given prior warning of the possibility of such damage.

## 12. Applicable law and jurisdiction

This Warranty Agreement is subject to Swiss law without recourse to the Vienna Convention relating to the UN Convention on Contracts for the International Sale of Goods.

### **The place of jurisdiction is Zurich.**

Should a provision of this agreement be or become ineffective or unenforceable, the validity of the remaining provisions will remain unaffected.

In this event the contracting partners undertake to replace the ineffective or unenforceable provision by an effective or enforceable provision which approximates most closely to the original purpose. This applies equally if the agreement contains any unintended legal loopholes.

## 13. Non-assignment

None of the rights arising from this Warranty Agreement (Appendix A3) are transferable to third parties.

## 14. Termination

The Warranty Agreement (Appendix A3) may be terminated in writing by either party at any time with effect for future installations.

## 15. Appendices

Appendix A1: Systems Covered by a Datwyler System Warranty - Copper

Appendix A2: Acceptance Requirements for a Datwyler System Warranty - Copper

Appendix A3: Warranty Registration and Agreement for a Datwyler System Warranty - Copper

Appendix A4: Warranty Certificate for a Datwyler System Warranty - Copper

Appendix A5: Attendance Certificate for a Datwyler Training Course

Datwyler expressly reserves the right to make any adjustments to the Appendices which may be required to reflect technical modifications.