

**Matrix Cabling 25 Year Permanent Link Warranty**

Matrix Cabling (a division of Digital Blast Limited), warrant solely to

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\_\_\_\_\_ (“Customer”) that the structured cabling system Permanent Links installed on \_\_\_\_\_ at \_\_\_\_\_ are Certified to Category ( )

Consisting of Matrix cabling’s new connecting hardware products and new cable products installed as part of a Matrix structured cabling system at such site (“Structured Cabling System”):

- (1) Are free from defects in materials and workmanship
- (2) Will meet the applicable ISO or EN Standards requirements in effect at the time of the installation and Will support any current or future applications of Class D, E and Ea standards, designed to operate over the applicable standards.
- (3) The Warranty is for Permanent Link compliance for Category 5e (Class D), Category 6 (Class E), Category 6A (Class EA) ISO 11801 2000 2<sup>nd</sup> Edition
- (4) The site must be 100% tested to Relevant ISO 11801 or EN50173 Standard e.g. Class D, E or Ea and the contractor must use a level 111 tester or above and tester must be Matrix Approved and have up to date Calibration using a Permanent Link Adaptor

The duration of this warranty is for a period of **twenty five (25) years from date of the registered installation**, and no claim may be made under this warranty after the expiration of such period.

The Matrix cabling System Performance Warranty Certificate signed in connection with this warranty will determine whether a Category 5e, Category 6 or Category 6A Permanent Link Warranty is issued. For this warranty to be valid, the Structured Cabling System must be installed by a Matrix cabling Certified Installer and designed, installed, documented, registered and tested in accordance with ISO 11801.

This warranty covers the Structured Cabling System including work area outlets, horizontal cable, and the connecting hardware in the horizontal cross-connect. It specifically excludes any active network equipment, public network interfaces, terminal equipment and installation labour for this equipment. Matrix will not be responsible for defects or non-compliance resulting from non-compliant or improper system construction or installation. For this warranty to be valid, all other terms and conditions of the Matrix cabling Certification program requirements including, without limitation, those set out in the Customer Agreement, must be met. The customer must send written notice of any claim under this warranty to the Certified Installer immediately after discovery of failure, detailing the extent of the problem. In the event of a claim that is determined by Matrix cabling to be within the scope and coverage of this warranty and to have been caused by non-conforming Matrix cabling products, Matrix cabling’s sole responsibility under this warranty (and Customer’s sole and exclusive remedy) shall be to repair or replace the non-conforming part or component, the choice of which shall be at Matrix cabling’s sole option, or a refund or credit may be made as provided in the paragraph below.

Any such repair or replacement will be warranted for either:

- (a) Ninety-days, or
- (b) The remainder of the original 25-year warranty period, whichever is longer.

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In those situations where the Structured Cabling System cannot be repaired to operate as originally intended in Matrix cabling's judgment, Matrix cabling, as the case may be, will refund or credit the customer for a prorated portion of the price paid by the customer for the non-conforming products in the Structured Cabling System for the balance of the warranty period calculated from the date of the failure. In no event shall Matrix cabling total liability exceed the purchase price paid to Digital Blast Ltd for components. This warranty shall not apply if the Structured Cabling System has been:

- (a) Subject to abuse, neglect, accident or misuse, modification, uses other than ordinary use, or any other cause beyond Matrix cabling's control
- (b) Installed other than by a Certified Installer in good standing at the time of installation;
- (c) Repaired, altered, or rewired other than by Certified Installer personnel
- (d) Improperly constructed or installed (including without limitation contrary to the standards referenced in the first paragraph above as in effect at the time of installation).

This warranty will automatically terminate and be null and void upon removal of the Structured Cabling System from the site of the original installation.

This warranty is also subject to the requirements and limitations of the Customer Agreement.

Further, moves, adds, or changes to the Structured Cabling System after original, approved installation has been completed must be registered with Matrix cabling and are subject to the terms and conditions of the Customer Agreement.

Unregistered moves, adds, or changes ("MAC's") to the Structured Cabling System shall void the warranty for that portion of the Structured Cabling System that has been altered and any other portion indirectly impacted by such MAC's.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL Matrix BE LIABLE, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER BASIS, FOR ANY DAMAGES SUSTAINED BY CUSTOMER OR ANY OTHER PERSON ARISING FROM OR RELATED TO LOSS OF PROFITS, DATA, TIME, USE, REVENUES OR THE LIKE OR FAILURE OR INTERRUPTION IN THE OPERATION OF ANY PRODUCT, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OR LIABILITIES, NOR SHALL Matrix' 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 WHICH ARE MADE BY SUCH ENTITY THE FORGOING SHALL SURVIVE THE FAILURE OF AN EXCLUSIVE REMEDY.