

WARRANTY

The PermaLink® Warranty provides that any indoor Superior Essex Category 5e, 6 and 6A premises copper cables and premises fiber optic network installations will conform substantially to the ANSI/TIA-568 series industry specifications in force at the time of purchase for a period of (i) twenty-five (25) years from the delivery date if the approved connectivity manufacturer is Legrand/Ortronics, or (ii) twenty (20) years from the delivery date for any other approved connectivity manufacturer (the "PermaLink Warranty").

SCOPE

The PermaLink Warranty covers the Cabling Subsystem(s) of the network as defined by the ANSI/TIA-568, which includes the qualifying premises cable and connecting hardware. The PermaLink Warranty does not cover other elements of the cabling, such as patch cords and workstation cords. The PermaLink Warranty does not cover inter-building premises cables.

QUALIFICATION

To qualify for the PermaLink Warranty, customer must meet the following conditions:

1. The connectivity components used in the network must be supplied by one or more of the approved connectivity manufacturers AND each component must be manufactured, tested, and independently verified by UL, ITS/ETL, or any approved independent testing agency to meet the ANSI/TIA-568 series industry standard in force at the time of purchase. The approved connectivity manufacturers are subject to change at any time. Please contact Superior Essex at Warranties@spsx.com for an up-to-date list. The companies currently recognized as approved connectivity manufacturers are:

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|---------------------|---------------------|--------------------------|
| • 3M | • Leviton | • Superior Modular (OCC) |
| • AllenTel | • Molex | • Systemax/CommScope |
| • Belden IBDN | • OFS | • TE Connectivity |
| • Corning | • Panduit | • Uniprise/CommScope |
| • Hellermann Tyton | • Siemon | • US Conec Ltd. |
| • Hubbell | • Sumitomo Electric | |
| • Legrand/Ortronics | | |

2. The network system must be designed and installed by "BICSI Certified" or Superior Essex approved designers and installers;
3. Each link in the network must be field tested in accordance with the ANSI/TIA-568 series industry standard in force at the time of purchase AND the installed network links must have passed all ANSI/TIA-568 requirements;
4. The PermaLink Warranty application form must be properly completed and submitted to Superior Essex within 10 days of installation completion;
5. Copies of all test reports must be submitted along with the warranty application form and the Bill of Materials (BOM) to Superior Essex and be kept on file by the customer for submission to Superior Essex in the event of a warranty claim. Data must be submitted in the original native file format of the tester (see below) used in the installation and submitted via CD or electronically with the warranty application form. Text or spreadsheet files will not be accepted;
6. The following field testers are acceptable for use to certify installations for warranty coverage:

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| FLUKE NETWORKS: | IDEAL INDUSTRIES: | AGILENT: |
| • DSP-4000 Series | • LANTEK® 6, 6a, 7, 7g Series | • WireScope 350 |
| • DSX Series | • LT 8000 Series | JDSU: |
| • DTX Series | • LANTEK II 350, 500, 1000 and LANTEK II FiberTEK FDX | • Certifier40G |
| • OMNIScanner 2 | | • NGC-4500-FA |
| PSIBER DATA SYSTEMS: | | • T-BERD® Optical Fiber OTDR and LTS |
| • WireXpert | | |

Utilized test equipment must have valid certificate of calibration at time of testing. The acceptable field testers are subject to change at any time. Please contact Superior Essex at Warranties@spsx.com for an up-to-date list; and

7. Superior Essex has issued a registered warranty certificate to the customer for the PermaLink Warranty.

The PermaLink Warranty will be void unless the system is maintained in accordance with industry standards and no changes are made after warranty issuance and acceptance date, unless Superior Essex grants written consent.

WARRANTY EXCLUSIONS

The PermaLink Warranty does not cover:

1. The installation and maintenance of any other non-performing portions of the Cabling Subsystem(s);
2. Products not specifically designated as being eligible for the PermaLink Warranty coverage;
3. Products not supplied directly by Superior Essex or obtained through unapproved channels;
4. Products which were falsely represented as being in compliance with the PermaLink Warranty registration requirements and procedures;
5. Products that are exposed to moisture, liquids (such as paint), or water;
6. Defects resulting from environmental or third party materials, including but not limited to work areas, patching or equipment cords, or from moves, additions and changes by parties other than a Certified Contractor;
7. Defects resulting from a noncompliant or improper system design, installation, use, repair, or any system alterations, misuse, neglect, accident or abuse; or
8. Damage caused by persons, machinery, foreign objects, animals, chemicals, acts of God, or by other means that are beyond normal use.

ADMINISTRATION

Warranty applications will be approved or disapproved with a response sent to the applicant. Warranty applications and supporting documentation may be sent using one of the following below:

1. PermaLink Warranty Superior Essex
6120 Powers Ferry Road, Suite 150
Atlanta, GA 30339-2923
2. E-mail: Warranties@spsx.com
3. Fax: 800.249.9938

CLAIMS, EXCLUSIVE REMEDIES AND DISCLAIMERS

The validity of any warranty claim shall be determined by Superior Essex in its sole discretion. A claim will be reviewed for validity only if all of the following are satisfied:

1. Reported in writing to Superior Essex within ten (10) days of date of nonconformity discovery;
2. All installation records are provided to Superior Essex (original network installation design prints, test results, warranty registration) evidence of original test, including reports showing compliance to all applicable ANSI/TIA-568 requirements;
3. Copies of all original receipts for materials and labor from the date of initial installation are provided to Superior Essex; and
4. Superior Essex has full and open access to inspect and evaluate the products and installation site.

If a warranty claim is determined by Superior Essex in its sole discretion to be valid, as customer's sole and exclusive remedy, Superior Essex will, at its option and using Certified Contractor(s) of its choosing, replace or repair the non-compliant qualifying components of the Cabling Subsystem(s) and cover reasonable cost of labor to affect necessary work. If the customer provides a quote from a Certified Contractor of its choosing, Superior Essex, in its sole discretion, may alternatively elect to allow such Certified Contractor to affect the warranty repair and reimburse the customer for reasonable and customary labor costs, provided prior written approval is obtained from Superior Essex for proposed materials and labor. If the cause of any error is determined to be improper installation, maintenance or third party repair, the customer may be referred back to the appropriate contractor or third party for support. The remedies of the customer for non-compliant products shall be strictly limited to those provided herein to the exclusion of any and all other remedies including, without limitation, claims for incidental or consequential damages.

EXCEPT WITH RESPECT TO THE SPECIFIC WARRANTIES SET FORTH HEREIN, SUPERIOR ESSEX MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, INSTALLATION OR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.