

ASSMANN ELECTRONIC GmbH

ASSMANN System Guarantee

DIGITUS[®] Copper Cabling System

General Guarantee Conditions

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1. Object of the ASSMANN system guarantee

This contract of guarantee applies solely to DIGITUS[®] copper cabling systems composed of such components as listed in **Appendix A** - Systems eligible for guarantee coverage.

2. General information

2.1. Guarantor

ASSMANN ELECTRONIC GmbH

Auf dem Schüffel 3

D-58513 Lüdenscheid, Germany

(guarantor Assmann Electronic GmbH, herein referred to as **ASSMANN**)

2.2 Party using the guarantee

The legal entity being granted the ASSMANN system guarantee.

2.3 DIGITUS[®] copper cabling system

This guarantee solely applies to the cabling systems and connection elements listed in **Appendix A**.

2.4 Provisions for acceptance

See **Appendix B** on how to perform acceptance tests and comply with the threshold values specified in the standards.

2.5 Guarantee registration and contract

The party using the guarantee must complete the system guarantee, claim and contract documents furnished in **Appendix C**.

2.6 25-Year system guarantee certificate

The system guarantee certificate that will be issued to the party using the guarantee on successful review of the required test documentation (**Appendix D**).

2.7 Standards

The standards defined in the systems eligible for guarantee cover will be applicable (**Appendix A**).

Content of the ASSMANN system guarantee

3.1. Component part guarantee

ASSMANN guarantees, for a period of five years *from the date of acceptance*, that all component parts of the DIGITUS Professional cabling system are free of material and processing defects.

3.2. ASSMANN system guarantee

ASSMANN guarantees, for a period of 25 years from the date of acceptance, that the installed DIGITUS Professional cabling system will meet or exceed the requirements stated in the standards that apply at the date of delivery.

4. Guarantee requirements

4.1. The following requirements must be fulfilled to be eligible for the ASSMANN system guarantee:

4.1.1. Guarantee registration

The registration of the ASSMANN system guarantee, which must be prompted by the installer, will be made out to the party using the guarantee. ***The system will be certified by ASSMANN and not the installer!*** The registration of the ASSMANN system guarantee must be duly completed, signed and filed with ASSMANN within two (2) months following acceptance of the installation (**Appendix C**). Upon signature of **Appendix C**, it is acknowledged that

- the component parts were installed in accordance with the relevant product specifications;
- the DIGITUS[®] cabling system to be certified was tested and documented in line with the provisions for acceptance (**Appendix B**);
- the reported measurement data are consistent with what was actually measured;
- the installed system meets the values stated in the standards and is solely composed of the permissible components listed in **Appendix A**.

4.1.2. Permissible material

Do not use any material other than factory-packaged (brand-new) DIGITUS[®] components to assemble the installation link.

4.1.3. Installation and acceptance testing

The DIGITUS Professional cabling systems must be installed and tested for acceptance by a specialist in electrotechnology.

4.1.4 Calibration

For all measurement devices used in the acceptance test, provide a copy of the calibration certificate that was valid at the time of the measurement. If the party using the guarantee has concluded a support agreement regarding calibration of the measurement devices with a vendor of such devices, the number of that support agreement must be provided.

4.1.5. Providing the measured values

The party using the guarantee must provide ASSMANN with a copy of the measurement values of the tested installation links. The values may be sent via email or on conventional data storage devices (CD, DVD, USB stick). Ownership of the storage media and data will pass to the guarantor. The party using the guarantee will maintain the original data for the duration of the guarantee.

4.1.6. Inspection of the installation

The party using the guarantee will make sure that ASSMANN can inspect the DIGITUS[®] copper cabling system during the installation phase and on completion of the installation work.

5 ASSMANN's guarantee services

5.1 Data sheets

ASSMANN will provide the party using the guarantee with product data sheets and installation manuals (connection module, patch field, connection box) for the connection elements incorporated in the DIGITUS[®] copper cabling system.

5.2 Planning aids

If requested by the party using the guarantee, ASSMANN can provide assistance during the design stage of the DIGITUS[®] copper cabling system.

5.3 Document review / preparation of the system guarantee

Following review of the provided documents for accuracy, ASSMANN will issue the ASSMANN system guarantee for the installed DIGITUS[®] copper cabling system to the customer.

ASSMANN expressly reserves the right to withhold the guarantee if the documentation is found to be incomplete or inaccurate. The ASSMANN system guarantee is not transferable to third parties.

6. Modifications and extensions to certified DIGITUS[®] copper cabling systems

6.1. Modifications to th DIGITUS[®] cabling system

If the party using the guarantee intends to modify or extend a DIGITUS Professional copper cabling system covered by an ASSMANN system guarantee, this must be indicated to ASSMANN in writing before the start of the installation work. The original guarantee conditions will remain in effect once ASSMANN has reviewed the modification and given a confirmation.

6.2. Extensions of the DIGITUS[®] copper cabling systems

If the party using the guarantee intends to have an extension to an DIGITUS[®] copper cabling system incorporated into an existing ASSMANN system guarantee, this must be requested with ASSMANN by indicating "guarantee extension" in **Appendix C** with all documents needed for the guarantee requirements.

7. Complaints regarding components

7.1. Inspection of components

ASSMANN will inspect the received components within twelve (12) working days after delivery. Any faulty components identified in the process must be indicated immediately to ASSMANN in writing.

7.2. Returning rejected components

After consultation with ASSMANN, the rejected components must be returned to ASSMANN accompanied by copy of the original invoice and delivery slip as well as the RMA number so that the defect or complaint can be verified.

8. Complaints regarding the DIGITUS[®] copper cabling system

8.1. Complaints arising within the guarantee period

In the event of a guarantee-relevant complaints arising within the guarantee period, the party using the guarantee must provide ASSMANN with the following information:

- Details of the problem in written and, if appropriate, electronic form (image file)
- Copy of the delivery slip and invoice of the rejected component parts
- Guarantee contract of the certified DIGITUS[®] copper cabling system
- Archived measurements of the certified DIGITUS[®] copper cabling system

8.2. Inspection of the installation by ASSMANN

If the issue cannot be pinpointed on the basis of the above documents, ASSMANN will be entitled to test and examine the DIGITUS[®] copper cabling system on-site.

8.3. Justified complaints

In case of a complaint, written consent must first be obtained from ASSMANN before commencing work on the faulty line. ASSMANN will assume the costs for replacing or repairing the rejected components at local prices. However, this assumption is limited to the original installation costs and material expenses. ASSMANN will be allowed to utilize components for troubleshooting that at minimum meet the product specifications of the rejected components. The components to be replaced will be provided by ASSMANN free of charge.

8.4. Unjustified complaints

If the complaint turns out to be unjustified, any costs incurred by ASSMANN during the identification and analysis of faults in the DIGITUS[®] copper cabling system will be borne by the party using the guarantee.

8.5. Minimization of costs

The party using the guarantee must at all times strive to minimize costs.

8.6. Exclusion of further rights arising from product defects

This guarantee does not affect the statutory guarantee rights.

9. Exclusion of guarantee services

9.1. Guarantee exclusion

Within the framework of this guarantee, ASSMANN will not provide any services

- if the components of the DIGITUS[®] copper cabling system are/were improperly used or operated;
- if the components were damaged, modified or improperly or incorrectly installed;
- if the components are/were operated in an environment that does not meet the product specification;
- if measurements are manipulated;
- if defects/breakdowns occur due to thermal, chemical, electric or electrolytic influences;
- for damages that are outside the control of ASSMANN such as fire, water, flooding, war, lightning stroke, earthquakes, explosions, and acts of god.

Expendable parts such as connection and patch cables, plugs, couplings, etc. are not covered by the guarantee.

10. Termination of the ASSMANN system guarantee

The ASSMANN system guarantee will terminate automatically, without the need to give prior notice, with the expiry of the guarantee period of 25 years from the acceptance date and at the latest from the date the guarantee certificate is issued.

It will also terminate when the DIGITUS Professional copper cabling system is modified without ASSMANN confirming the permissibility of that modification in writing.

11. Disclaimer

ASSMANN will not be held liable under this guarantee for consequential harm resulting from a defect, such as loss of data, downtimes of computers and servers or damage to facilities. Possible third-party claims against the party using the guarantee are not covered either. The guarantee is limited to the correction of defects of installed components manufactured and/or delivered by Assmann.

12 Prohibition of assignment, applicable law and jurisdiction

The rights under this guarantee contract (**Appendix C**) cannot be transferred to any third parties without consent from Assmann.

This guarantee statement is subject to German law to the exclusion of CISG.

To the extent allowed by law, the agreed place of jurisdiction is Lüdenscheid.

Appendices

Appendix A: Solutions eligible for ASSMANN system guarantees - copper

Appendix B: Acceptance provisions for ASSMANN system guarantees - copper

Appendix C: Guarantee registration and contract for ASSMANN system guarantees - copper

Appendix D: Guarantee certificate for ASSMANN system guarantees - copper

ASSMANN expressly reserves the right to amend the appendices as necessary to reflect technical changes.