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Warranty conditions

Datwyler 25 year System warranty

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1 Subject of the system warranty

This warranty agreement applies exclusively to Datwyler cabling systems, which are composed of Datwyler components

2 Terms

2.1 Warrantor

Dätwyler Cabling Solutions AG
Gotthardstrasse 31
6460 Altdorf, Switzerland

Represented for Switzerland by the sales organization:

Datwyler Cabling Solutions AG
Gotthardstrasse 31
6460 Altdorf, Switzerland

For Europe (excluding Switzerland) and South America represented by the sales organization:

Datwyler Cables GmbH
Auf der Roos 4-12
65795 Hattersheim, Germany

For the United Arab Emirates represented by the sales organization:

Datwyler Middle East RA08BB02
Jebel Ali Free Zone
P.O. Box 263480
VAE-Dubai

For Singapore represented by the sales organization:

Datwyler (Thelma)
Cables+Systems Pte Ltd 29
Tech Park Crescent SG-
638103 Singapore

For China represented by the sales organization:

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

2.2 Warranty holder

The legal entity receiving a Datwyler System Warranty. The warranty holder is the end user of the installed system.

2.3 Certified installer

The installer who will be taken to Datwyler or a designated training partner as a certified installer after attending a Datwyler training seminar on copper data technology or fibre optic cabling solutions.

2.4 Datwyler cabling system

Datwyler's cables and connection components approved to achieve the selected class / category for system warranty.

2.5 Acceptance guidelines

Information on the performance of the acceptance test and compliance with the limit values set by the standards (Annexes A1_1 and A1_2).

2.6 Warranty registration and contract

System Warranty Registration and Contract Document to be completed by the installer (Annex A2).

2.7 25 year system warranty certificate

System warranty certificate, which is given to the installer after successful verification of the required release documents.

2.8 Network installation certificate

Certificate issued to the participant upon successful completion of a training seminar on copper data technology or fibre optic cabling solutions.

Training information and dates are available at www.cabling.datwyler.com under "Company => Seminars".

3 Content of Datwyler's 25 year system warranty

3.1 Component warranty

Datwyler warrants, that all components of the Datwyler cabling system will be free from defects in materials or workmanship for a period of 5 years.

3.2 Datwyler 25-year system warranty

Datwyler warrants for a period of 25 years that the Datwyler cabling system installed will meet the values specified in the standards at the time of delivery of the components.

4 Warranty conditions

To claim Datwyler's system warranty, the following conditions must be met.

4.1 Warranty registration

The registration for Datwyler's 25-year system warranty has to be done by the certified installer. The warranty registration for the Datwyler system warranty has to be submitted, complete filled, within 3 months after the acceptance of the installation to Datwyler (Appendix A2). By submitting the application form (Annex A2), the installer confirms that:

- the components have been installed according to their product specification and according to the Datwyler installation guidelines
- the Datwyler cabling system to be certified has been tested and documented in accordance with the acceptance instructions (Annexes A1_1 and A1_2)
- the handed over measured results correspond to the actually measured values
- the installed system complies with the values described in the standards and has been installed with approved components.

4.2 Material usage

Only originally packaged, brand new Datwyler components may be used for the Installation.

4.3 Installation and acceptance

Persons who have a valid Datwyler network installations certificate may only perform the installation and acceptance of the Datwyler cabling system.

4.4 Visit to the installation

The guarantee holder ensures that Datwyler can visit the cabling system - even during the installation phase.

5 Datwyler services

5.1 Datasheets

Datwyler provides data sheets and installation guidelines for the components contained in the cabling system.

5.2 Planning aids

Datwyler provides planning aids for assembling a cabling system.

5.3 Seminars

Datwyler performs the certification seminars and hands over a non-transferable certificate after successful completion of the training. The costs are borne by the certified installer. Training information and dates are available on the Datwyler website.

5.4 Examination of documents / creation of system warranty

After examining the submitted documents for completeness, Datwyler hands over the Datwyler system warranty to the applicant installer for the installed cabling system. The installer forwards these documents to the warranty holder.

Datwyler expressly reserves the right to issue a warranty in case of incomplete or incorrect documentation. The Datwyler system warranty is not transferable to third parties.

6 Changes and extensions of certified cabling systems

6.1 Change to the cabling system

If the holder of the warranty intends to change a cabling system for which a Datwyler system warranty already exists, the change must be reported to Datwyler in writing before the start of the work to maintain the guarantee. After reviewing the change and receiving a confirmation from Datwyler, the original warranty terms and duration will remain.

6.2 Extension of the cabling system

If the warranty holder intends to include an extension of a Datwyler cabling system in an existing Datwyler system warranty, it shall be requested from Datwyler with the words "Warranty extension" in Attachment A2 with all documents required for the warranty.

7 Complaint on Datwyler cabling system

7.1 Complaints during the warranty period

If there is a warranty claim that is relevant for the warranty during the warranty period, the warranty holder shall provide the following information to Datwyler:

- detailed description of the problem
- copy of the delivery note and invoice for the components used
- warranty contract of the certified Datwyler cabling system
- the archived test results of the certified cabling system

7.2 Visit to the installation by Datwyler

If the problem cannot be clearly defined based on the information listed above, Datwyler is entitled at any time to test and examine the cabling system on site.

7.3 Qualified complaints

In the case of a complaint, the written consent of Datwyler is required before work on the offending link.

Datwyler will cover the costs of replacing or repairing the faulty components by a certified installer at local prices.

The costs incurred are limited to the original installation costs including material. Datwyler may use components that at least match the same product specifications of the components in question for troubleshooting purposes.

The removed and replaced components are to be made available to Datwyler free of charge.

7.4 Unauthorized complaints

If the complaint proves to be unauthorized, all costs incurred by Datwyler for the detection and analysis of faults in the Datwyler cabling system shall be borne by the guarantee holder.

7.5 Cost minimization

The warranty holder is obliged to minimize costs.

7.6 Exclusion of further warranty rights

Other warranty rights are not available to the warranty holder.

8 Exclusion of warranty

Datwyler does not provide services under this warranty

- if the customer has no damage
- if the components of the cabling system are not used or operated properly
- if the components have been damaged, modified or installed incorrectly
- if the components are operated in an environment that does not conform to the product specifications
- if measurement results have been manipulated
- if defects occur due to thermal, chemical, electrical or electrolytic influences
- for damages that are not under the influence of Datwyler, such as fire, water, flood, war, lightning, earthquakes, and force majeure

The warranty also excludes wearing parts such as connection and patch cables, connectors, couplings, etc.

9 End of Datwyler's 25-year system warranty

The Datwyler 25-year system warranty automatically terminates upon expiration of the warranty period of 25 years from the issuance of the warranty certificate, without prior notice.

It also ends in the event of a change to the cabling system, which Datwyler was not notified in writing and confirmed by Datwyler.

10 Disclaimer

Datwyler is not liable for consequential damage, which could be caused by a complaint Datwyler cabling system, such as loss of revenue, data loss, data recovery, restart and downtime of the computer as well as damage to facilities and claims by third parties to the warranty holder.

This disclaimer also applies to cases in which Datwyler has been informed in advance about the possibility of such damages.

11 Applicable law and jurisdiction

This guarantee agreement is subject to Swiss law, excluding the Vienna Convention on the UN Sales Convention.

Jurisdiction is Zurich.

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

The contracting parties undertake in this case to replace the ineffective or unenforceable provision by an effective or enforceable provision that comes as close as possible to the original purpose.

This also applies in the event that the contract should have an unwanted regulatory gap.

12 Assignment ban

No rights arising from this warranty contract (Appendix A2) are transferable to third parties.

13 Termination

Either party may terminate the warranty agreement (Appendix A2) in writing at any time with effect for future installations.

14 Attachments

Appendix A1_1: Acceptance regulations for a Datwyler system warranty – copper

Appendix A1_2: Acceptance regulations for a Datwyler system warranty – fibre optics

Appendix A2: Warranty registration and agreement form for a Datwyler system warranty

Datwyler expressly reserves the right to make any necessary adjustments to the annexes due to technical changes.

The currently valid version of the attachments can be found on the Datwyler homepage.