

TERMS AND CONDITIONS

WARRANTY

The Limited PerformaLink® Warranty for Canada is offered for qualifying Superior Essex premises cables installed in Canada. The Limited PerformaLink® Warranty for Canada provides that any Superior Essex indoor 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 twenty-five (25) years from the delivery date for any approved connectivity manufacturer (the "Limited PerformaLink® Warranty for Canada").

The same warranty will also be provided for CMP/CMX and CMP/Indoor Outdoor* rated copper premises products (copper premises cables having FEP, PVDF, or similar jacket materials approved by Superior Essex) even if exposed to water or moisture (see exclusion #5) so long as Technical Guideline *TG114 Installation of CMP/CMX & CMP/Indoor Outdoor Rated Cables in Conduit* special installation instructions are followed to avoid the ingress of water via the cable end and to avoid cable jacket damage. Superior Essex retains the sole right to determine whether a cable is covered by the extended warranty. Please see product data sheet to see if special installation instructions apply.

The same warranty will also be provided for PowerWise® Extended Distance applications so long as the limitations as seen in *TG115 PowerWise® Extended Distance Frequently Asked Questions (FAQs)* tables "PowerWise® Extended Distance Maximum Supported Lengths" are not exceeded and the installation passes the extended distance electrical performance test.

**These cables are not intended as a substitute for Outside Plant (OSP) cables nor for direct burial.*

SCOPE

The Limited PerformaLink® Warranty for Canada covers the Cabling Subsystem(s) of the network as defined by the ANSI/TIA-568, which includes the qualifying premises cable and connecting hardware portion of the Cabling Subsystem(s) (the Permanent Link and/or Modular Plug Terminated Link). The Limited PerformaLink® Warranty for Canada does not cover other elements of the cabling, such as patch cords and workstation cords. The Limited PerformaLink® Warranty for Canada does not cover inter-building premises cables.

QUALIFICATION

To qualify for the Limited PerformaLink® Warranty for Canada, customer must meet the following conditions:

1. The products covered under the Limited PerformaLink® Warranty for Canada must be purchased and installed in Canada;
2. 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.

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The companies currently recognized as approved connectivity manufacturers are:

- 3M
- AllenTel
- Belden IBDN
- Bell Stewart
- Corning
- Hellermann Tyton
- Hubbell
- Legrand/Ortronics
- Leviton
- Molex
- OFS
- Panduit
- Platinum Tools
- Sentinel
- Siemon
- Sumitomo Electric
- Superior Modular (OCC)
- Systimax/Commscope
- TE Connectivity
- Uniprise/Commscope
- US Conec Ltd.

3. The network system must be designed and installed by “BICSI Certified” or Superior Essex approved designers and installers;
4. For CMP/CMX and CMP/Indoor Outdoor* rated copper premises products, Technical Guideline TG114 Installation of CMP/CMX and CMP/Indoor Outdoor Rated Cables in Conduit special installation instructions must be followed to avoid the ingress of water via the cable end. Please see product data sheet to see if special installation instructions apply;
5. 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 unless the cable is being used in a direct attach (2-connector Permanent Link) extended distance application, in which case it must meet the corresponding extended distance electrical test such as Fluke’s “Superior Essex PowerWise Perm Link;”
6. The Limited PerformaLink® Warranty for Canada application form must be properly completed and submitted to Superior Essex within 10 days of installation completion;
7. 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;
8. Field testers acceptable to certify warranty coverage installations shall be Level IIe, III, or IIIe compliant copper testers per TIA-1152 and capable of meeting the requirements of TIA-526-14 for multimode fiber optic testing and TIA-526-7 for single-mode fiber optic testing. Utilized test equipment must have at time of test according to the manufacturer’s requirements a valid calibration certificate. 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
9. Superior Essex has issued a registered warranty certificate to the customer for the Limited PerformaLink® Warranty for Canada.

The Limited PerformaLink® Warranty for Canada 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.

All information, content, data, specifications, packaging and part numbers detailed herein are subject to change. For the most up to date information, please visit SuperiorEssexCommunications.com.

WARRANTY EXCLUSIONS

The Limited PerformaLink® Warranty for Canada 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 Limited PerformaLink® Warranty for Canada 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 Limited PerformaLink® Warranty for Canada registration requirements and procedures;
5. Products that are exposed to moisture, liquids (such as paint), or water except as outlined under the Warranty section for CMP/CMX and CMP/Indoor Outdoor* rated copper premises products;
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 application 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. Limited PerformaLink® Warranty for Canada
Superior Essex
5770 Powers Ferry Road, Suite 400
Atlanta, GA 30327
2. E-mail: warranties@spsx.com
3. Fax: +1-470-695-3074

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

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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.

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WARRANTY REQUEST DATE:

WARRANTY APPLICATIONS MAY BE SUBMITTED USING ONE OF THE 3 OPTIONS BELOW:

Mail: PerformaLink® Warranty

Superior Essex 5770 Powers Ferry
Road, Suite 400 Atlanta, GA 30327

E-mail: warranties@spsx.com

Fax: +1-470-695-3074

END USER (WARRANTY HOLDER) INFORMATION

Company Name:

Primary Contact Name:

Street Address:

City:

State:

Zip:

Telephone:

Fax:

E-Mail Address:

INSTALLATION CONTRACTOR INFORMATION

Contractor Name:

Primary Contact Name:

Street Address:

City:

State:

Zip:

Telephone:

Fax:

E-Mail Address:

PROJECT

Project Name:

Project Site Address:

City:

State:

Zip:

Project Site Phone Number:

Other Contact Information:

Project Start Date:

Project Completion Date:

Project Manager:

Project Manager Telephone:

Project Manager E-Mail:

Is the Project Manager RCDD certified:

☐

YES

☐

NO

If YES, provide the Project Manager's RCDD certificate number:

List any other certifications:

Any Remote Site Locations:

☐

YES

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NO

If YES, list all Remote Site Locations and contact information:

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TERMINATIONS

Number of Terminations:

Voice:

Data:

Video:

Other:

Superior Essex Copper Product(s) Used:

Superior Essex Fiber Product(s) Used:

Connectivity Manufacturer(s):

Connectivity Manufacturer(s) Products Used:

List all network protocol applications:

Is the System Designer BICSI certified:

☐ YES ☐ NO

Was system tested in accordance with TIA and BICSI standards:

☐ YES ☐ NO

If YES, provide the Designer's BICSI certificate number:

List Distributor or reseller of Superior Essex:

SIGNATURE OF THE WARRANTY HOLDER IS REQUIRED

Warranty Holder Signature:

Date:

REQUIRED ATTACHMENTS

- ☐ Test Reports, in native file format, have been included with this application
- ☐ Bill of Materials (BOM) have been included with this application

SUPERIOR ESSEX USE ONLY

Superior Essex Approval Signature:

Date:

Version of industry standards in place at time of purchase:

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