

## Stronglink Warranty Terms and Conditions

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### 25 Year Product Warranty Program

Subject to the limitations and conditions set forth herein, Stronglink warrants to the End-User that the Stronglink connecting hardware and Stronglink approved cable products (the "System") installed under this warranty:

- (a) Will be free from defects in materials and workmanship;
- (b) Will comply with the Category 5e Class D, Category 6 Class E and Category 6A Class Ea link performance requirements of the following Standards in force at the time of installation: AS/NZS 3080, ISO/IEC 11801 and ANSI/TIA/EIA-568 (the "Standards"); and (c) Will support all applications designed to operate on a Category 5e Class D, Category 6 Class E or Category 6A Class Ea cabling links designed and installed in accordance with the above Standards.

For valid claims under this warranty, Stronglink will, at its option, use an Australian Communications and Media Authority ("ACMA") registered cabler of its choice to replace or repair any defective component of the System or, alternatively, provide credit for any component found to be non-compliant and cover reasonable cost of labour to effect necessary work.

The duration of this Warranty (the "Warranty") is twenty five (25) years from the date of project completion. Any warranty repairs, replacements, moves, additions or changes will only be covered by this Warranty for the then current balance of the original warranty period.

Stronglink's obligations pursuant to this Warranty are conditional upon:

- (a) The System being registered with Stronglink within 30 business days of project completion by the End-User providing to Stronglink the properly completed and signed Stronglink Warranty Application Form and then Stronglink issuing a Warranty Certificate based on the information provided;
- (b) All installation work being undertaken by a current Stronglink Certified Installer company employing current ACMA registered cablers, in accordance with the manufacturer's installation specifications and the installation and system design requirements of the edition of the Australian/New Zealand cabling Standard AS/NZS 3080 current at the time;
- (c) The System consisting of permanent links solely constructed with brand new Stronglink products or Stronglink approved products that are within 12 months of manufacture ;
- (d) Installation Records showing the location and designation of all installed links being recorded on "as-built" floor plan drawings;
- (e) Every installed link being tested with a Level III (or above) field tester with Category 5e, 6 or 6A basic link limits or Class D, E or Ea permanent link limits and for each link a Test Record, with the same link designations as shown on the Installation Records being produced;
- (f) All Installation Records and Test Records being maintained by the End-User and updated to reflect any maintenance, movements, additions or changes, during the lifetime of this Warranty; and
- (g) Any warranty claim being made within the warranty period specified above and by following the warranty claims procedures set out below.

- a) Within 15 business days of the End-User discovering a problem with the System, the End-User must notify the Certified Installer and provide free access to the System to allow the Certified Installer to identify the problem.
- (b) After identification of the problem, and within 30 business days of the End-User discovering the problem, the Certified Installer must notify Stronglink if there is a potential claim pursuant to this Warranty.
- (c) If the Stronglink connecting hardware has been identified as being defective within the Stronglink warranty period, then notwithstanding any other provision of this Warranty, the End-User will be fully responsible for that defect and calling on the standard Stronglink warranty.
- (d) The End-User must ensure that all documentation relating to the System design, installation, testing,

administration and maintenance is made available to Stronglink on request.

(e) System repair and replacement due to component failure will be performed pursuant to this Warranty only after Stronglink has reviewed and verified the System prior to the removal, replacement or repair of any defective System components.

(f) To facilitate System repair the End-User must provide free access to the System by Stronglink representatives and the installer relating to the warranted install.

(g) All disputes under this Warranty are subject to and will be governed by and construed in accordance with the laws of Victoria and each party irrevocably submits to the jurisdiction of the courts of that State.

This Warranty does not cover:

(a) The installation, maintenance of other portions of the End-User's System that does not form part of the Stronglink System;

(b) Components not specifically designated by Stronglink as being eligible for this Warranty;

(c) Stronglink components not supplied directly by through channels approved by Stronglink;

(d) Defects resulting from a non-compliant or improper System design, installation, use, repair, or any System alterations, misuse, neglect, accident or abuse or augmentation by other than a current Stronglink Certified Installer company.

**(a)** Subject to item (c) below, this Warranty is exclusive and in lieu of all other Stronglink warranties and the remedies provided for in the preceding paragraphs constitute the sole recourse of the End-User against Stronglink and Stronglink's approved distributors for breach of any obligations to the End-User whether the claim is made in tort or in contract, including claims based on warranty, negligence, strict liability, fraud, misrepresentation, or otherwise.

(b) Without limiting the "Warranty Exclusions" above, in no event will Stronglink or its approved distributors be liable for special, indirect, incidental or consequential damages (regardless of the form of action, whether in contract or in tort, including negligence), including, without limitation, lost profits or economic damage arising out of the failure of the System.

The liability of Stronglink and its approved distributors in respect of any claim or damage arising out of or connected with this Warranty or the manufacture, sale, delivery, installation or use of the System will not exceed the total of the purchase price of the System and the installation costs.

(c) If Stronglink breaches any condition or warranty implied in favour of the End-User by the Trade Practices Act 1974 (Cth) or any other applicable law which cannot lawfully be excluded then to the extent permitted by applicable law the liability of Stronglink to the End-User is limited to:

(i) In the case of services provided to the End-User:

(a) The re-supply of the services; or

(b) The payment of the cost of having the services supplied again, at the election of Stronglink; and

(ii) In the case of goods supplied to the End-User:

(a) The replacement of the goods or the supply of equivalent goods;

(b) The repair of the goods;

(c) The payment of the cost of replacing the goods or of acquiring equivalent goods; or

(d) The payment of the cost of having the goods repaired, at the election of Stronglink.