

SurelynkSM System Warranty

October 29, 2018

A. **SCOPE**

The Genesis SurelynkSM System Warranty (hereinafter to be referred to as “warranty”) assures the original end-user that any premise network comprised of Genesis® Cat 5e, Cat 6, and Cat 6A cable and connectivity from approved manufacturers (Appendix A) will perform to the ANSI/TIA-568 series industry standards in force at the time of purchase for a period of twenty-five (25) years from the delivery date.

B. **QUALIFICATION**

All warranty applications and supporting documentation must be submitted via genesis@resideo.com. Applications will only be processed if the application and all required documentation is submitted.

1. **New Installations**

- i. The Warranty application form must be properly completed and submitted within thirty (30) days of installation completion.
- ii. The network system must be designed and installed by “BICSI Certified” or Genesis approved contractor, following ANSI/TIA/EIA 568, ISO/ICE, and BICSI standards.
- iii. A wiring diagram and detailed bill of materials, provided by contractor, must be submitted.
- iv. Copies of invoice(s) from an authorized distributor must be submitted. Invoices must indicate cabling supplied by Genesis and connectivity components supplied by an approved manufacturer (APPENDIX A.) Each connectivity component must have valid UL or ETL verification to the ANSI/TIA-568 standard.

2. **Changes to Systems under Existing Warranty**

With the evolution of IT technologies, network system may require changes over time. In order to evaluate the impacts on warranty, Genesis requires prior written notification. Genesis will notify the customer if the changes meet the standards required to continue the warranty.

Prior Notification Requirements:

- i. The change in the network system must be designed and installed by “BICSI Certified” or Genesis approved contractor in accordance with ANSI/TIA/EIA 568, ISO/ICE, and BICSI standards.
- ii. Copies of the updated wiring diagram (indicating the changes in the system) and detailed bill of materials (used for the change), provided by designer, must be submitted.

With pre-approval from Genesis, contractors may perform the changes and submit updated documentation for warranty re-validation. All certified changes will be included under the remaining duration of the original warranty period. Failure to follow the procedure for network changes will automatically invalidate the warranty.

Re-Validation Requirements:

- i. The Warranty re-validation application form must be properly completed and submitted within 30 calendar days of change completion.
- ii. Copies of invoice(s) from an authorized distributor must be submitted. Invoices must indicate cabling supplied by Genesis and connectivity components supplied by an approved manufacturer (APPENDIX A.) Each connectivity component must have valid UL or ETL verification to the ANSI/TIA-568 standard.
- iii. A copy of a valid calibration certificate for an approved field testing instrument (APPENDIX B) is submitted with request.
- iv. Copies of all test reports must be submitted with data in the original native file format of the tester used in the installation. Text or spreadsheet files will not be accepted; all links in the network system must be field tested in accordance with the ANSI/ TIA-568 series industry standard in force at the time of purchase, AND all installed network links must have passed all ANSI/TIA-568 requirements.

3. Warranty Transfers

By End-User request, Genesis may permit warranty transfer when change of facility ownership occurs. Updated warranty reflecting the new ownership will be issued by Genesis for the remaining duration of the original warranty period. The Warranty transfer application must be submitted via genesis@resideo.com. Subject to the Warranty transfer application or as except as required by law, this Warranty is only made to Buyer and may not be transferred to any third party.

C. EXCLUSIONS

The warranty excludes the following:

1. Other cabling elements such as patch cords and workstation cords.
2. Defects resulting from non-approved third-party materials, including but not limited to patch cords and workstation cords.
3. Network systems designed and/or installed by a contractor without a valid "BICSI Certification" or Genesis' written approval.
4. Network systems that are improperly installed, applied, or maintained, including but not limited to exposure to liquid chemicals (such as paint.)
5. Changes, servicing, or repairs made to the network system without prior written consent from Genesis.
6. Installed outside of stated operating parameters, altered or serviced or repaired by anyone other than the Seller/Seller's Authorized Service/Repair Center.
7. Damage caused by outside natural occurrences, including but not limited to lightning, power surges, fire, floods, acts of nature, or the like.
8. Defects resulting from unauthorized modification, misuse, vandalism, or alteration of serial numbers, non-related products, other causes unrelated to defective materials or workmanship, or failures related to batteries of any type used in connection with the products sold hereunder.

D. CLAIMS

All warranty claims requests and supporting documentation must be submitted via genesis@resideo.com.

A claim request will only be reviewed for validity if ALL of the following conditions are satisfied:

1. The claim request is submitted in writing to Genesis within thirty (30) calendar days of the discovery of the defect.
2. The defect is tested by a "BICSI Certified" or Genesis approved contractor.

3. A copy of a valid calibration certificate for an approved field testing instrument (APPENDIX B) is submitted with the claim request.
4. Test results using an approved and calibrated tester and showing evidence of the potential defect must be submitted in the native format of the tester.
5. The End User allows full and open access to Genesis or a Genesis approved contractor to evaluate the installation site and test potential defect(s.)

If a warranty claim is determined by seller in its sole discretion to be valid, as customer's sole and exclusive remedy, seller 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, Seller, 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 Genesis 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.

E. LIMITATION OF LIABILITY

THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE FULL EXTENT PERMITTED BY LAW, IN NO CASE SHALL SELLER BE LIABLE TO ANYONE FOR ANY (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE PRODUCT AND/OR FOR BREACH OF THIS OR ANY OTHER WARRANTY OR CONDITION, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY SELLER'S OWN NEGLIGENCE OR FAULT AND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. Any product description (whether in writing or made orally by Seller or Seller's agents), specifications, samples, models, bulletin, drawings, diagrams, engineering sheets, or similar materials used in connection with the Buyer's order are for the sole purpose of identifying the Seller's products and shall not be construed as an express warranty or condition. Any suggestions by Seller or Seller's agents regarding use, applications, or suitability of the products shall not be construed as an express warranty or condition unless confirmed to be such in writing by Seller. Seller does not represent that the products it sells may not be compromised or circumvented; that the products will prevent any personal injury or property loss by burglary, robbery, fire or otherwise, or that the products will in all cases provide adequate warning or protection. CONSEQUENTLY, SELLER SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON ANY CLAIM AT ALL INCLUDING A CLAIM THE PRODUCT FAILED TO GIVE WARNING. However, if Seller is held liable whether directly or indirectly for any loss or damage with respect to the products it sells, regardless of cause or origin, its maximum liability shall not in any case exceed the purchase price of the specific product that gives rise to such claim.

F. GOVERNING LAW

If the Buyer acquires the Seller's product in the United States of America, the laws of the State of New York apply to this warranty.

G. MISCELLANEOUS

Where any term of this Limited Warranty is prohibited by such laws, it shall be null and void, but the remainder of the Limited Warranty shall remain in full force and effect.

APPENDIX A: APPROVED CONNECTIVITY MANUFACTURERS

- 3M
- Allen Tel
- Belden IBDN
- Hubbell
- ICC
- OCC
- Ortronics by Legrand
- Leviton
- Molex
- Panduit
- Siemon
- Signamax
- Systimax/Uniprise/Commscope
- TE Connectivity

APPENDIX B: APPROVED TESTERS FOR CERTIFICATION

- Fluke Networks: DTX Series, DSX Series
- Ideal Industries: LANTEK Series, LANTEK II Series
- Psiber: WireXpert
- Keysight/Agilent: Wirescope Series
- Viavi Solutions/JDSU: Certifier 40G
- Platinum Tools: Net Chaser Series