

**AT&T Cabling Systems
Product Warranty Certificate (the "Certificate")**

1. Scope of Warranty:

- 1.1. AT&T Cabling Systems (the "**Seller**") shall provide a warranty as set forth in this Certificate with respect to any of the products purchased by a buyer pursuant to a binding purchase order (the "**Product(s)**", the "**Buyer**" and the "**Purchase Order(s)**", respectively).
- 1.2. Warranty under this Certificate, with respect to a Product shall be provided for the period set forth opposite such Product's name in Exhibit A attached hereto (the "**Warranty Period**").
- 1.3. The Seller warrants, during the Warranty Period, that the Product(s) shall be will be free from defects in materials or workmanship arising under proper and normal use and operation.
- 1.4. The warranty provided under this Certificate is only for the benefit of the original Buyer, as set forth in the Purchase Order(s). The rights under this Certificate are not transferable by the Buyer.
- 1.5. During the Warranty Period, the Seller, at its expense and in its sole discretion, will repair or replace a Product if the Seller has determined, in its sole discretion pursuant to Section 2 below, that the Product has a covered defect and that this defect was caused solely by the Seller or solely due to its act or omission, all subject to the limitations set forth in this Certificate and as further set forth in this Certificate. In the event that the Seller cannot replace or repair the Product, the Seller shall repay the Buyer the full purchase price of the Product.

In the event the Seller repairs or replaces a defective Product, the repaired or replacement Product will be covered under this limited warranty for the remainder term of the original Warranty Period of the defective Product.

2. Warranty Procedure:

- 2.1. If the Buyer discovers, during the Warranty Period, any defect in materials or workmanship in a Product, the Buyer shall notify the Seller, in writing, of the claimed defect promptly following the discovery of such defect by the Buyer (the "**Defect Notice**"). The Defect Notice shall describe the claimed defect, the manner of discovery of such defect and any other relevant information. Together with the Defect Notice, the Buyer shall provide the Seller a copy of the original Purchase Order. In the event that the Buyer does not provide a Defect Notice within 30 days following the first discovery of the claimed defect, then the rights of the Buyer under this Certificate shall automatically terminate and the Seller shall no longer be bound by this Certificate.
- 2.2. Following the receipt of the Defect Notice by the Seller, the Seller may inspect the Product with respect to which a Defect Notice has been provided. For the purpose of inspection, the Seller may, in its sole discretion, either request the Buyer to return the Product to the Seller's facilities (costs of which shall be borne by the Buyer) or inspect the Product at the facilities of the Buyer or wherever the Product is installed.
- 2.3. If, upon examination of the Product, the Seller determines in its sole discretion that the defect is covered under this Certificate, the provisions of Section 1.5 above shall apply.
- 2.4. If, upon examination of the Product, the Seller does not substantiate the defect claimed by the Buyer, or determines that the defect is not covered under this Certificate, the provisions of this Certificate shall not apply and the Seller will not be required to repair or replace the Product.

3. **Warranty Limitations:**

- 3.1. The Seller does not warrant that the operation of the Products will be uninterrupted or error-free
- 3.2. The warranty under this Certificate shall not apply to any defects attributable to: (i) ordinary wear and tear, (ii) misuse, abuse or neglect, (iii) improper installation or maintenance, (iv) improper use of the Product, including not in accordance with the terms included in the Product documentation or any applicable law, (v) use of the Product not for its intended purpose, (vi) (vii) modifications, alterations or repairs not expressly authorized, in writing, by the Seller, (viii) severe weather conditions or acts of nature, including but not limited to lightning or floods; or (ix) power surges.
- 3.3. The products are not designed, manufactured or intended for use, and should not be used in applications that require the product to work or continue to work under conditions that are out of the product technical specification (collectively, the "**restricted uses**"). All restricted uses of the products are strictly prohibited and shall automatically void any warranties or indemnities provided by the seller, and release the seller from any obligation under this certificate.
- 3.4. The Seller's sole and exclusive obligation with respect to any defect Product is as set forth in Section 1.5 above. For further clarity, the Seller shall not bear any costs and expenses incurred by the Buyer with respect to the forgoing, including without limitation, repair, maintenance, installation or shipment costs.

4. **Limitations on Liability:**

- 4.1. The warranty specified in this certificate states the exclusive and sole remedy for any breach of warranty by, or any defects in, the products, and is in lieu of all other warranties, express, implied or statutory.
- 4.2. Unless specifically set forth in this certificate, the seller makes no representations or warranties, express or implied, and specifically disclaims and excludes any representation or warranty of merchantability, non-infringement or fitness for a particular purpose.
- 4.3. The seller's total liability for any claim or damage arising out of or in connection with the manufacture, sale, delivery or use of the products will be limited to proven direct damages, not to exceed the purchase price of such products.
- 4.4. In no event will the seller be liable for any indirect, special, incidental or consequential damages, including, without limitation, any claim for loss of actual or anticipated revenues or profits, business or other economic advantage or loss of use or data, however caused, arising under or in connection with any of the purchase orders and the products provided hereunder, even if the seller has been advised of the possibility or probability of such damages or that such damages were foreseen. Without derogating from the above said, in no event shall the seller be liable for any unforeseen damages. These limitations on liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, and whether damages were foreseeable.
- 4.5. The Seller shall not be liable for failure to perform any of its obligations under the Purchase Orders and/or this Certificate when the failure is due to causes beyond the Seller's control, including, without limitation, fire, flood, earthquake, lightning, civil strike, national or local disaster, order of any applicable government or any department or agency thereof, riot, war, civil appraisal or embargo.

5. If any provision of this Certificate is held to be unenforceable, such holding shall not affect the enforceability of any other provision. Any legal presumption that any terms in this Certificate or the Purchase Orders shall be strictly construed against the party who drafted such terms or who

benefits from such terms, shall not be employed in construing and interpreting this Certificate or the Purchas Orders.

6. Governing laws and Jurisdiction:

- 6.1. This Certificate shall be governed by and construed according to the laws of European Union without regard to conflicts of law's provisions.
- 6.2. The competent courts of **European Court of Justice (ECJ)** shall have exclusive jurisdiction for any dispute arising out of or related to this Certificate.

**EXHIBIT A
WARRANTY PERIODS**

Name of Product	Product ID	Warranty Period
AT&T CopperLine	CopperLine passive Products	36 month from Product Delivery
AT&T FiberLine	FiberLine passive Products	36 month from Product Delivery
AT&T CenterLine	CenterLine passive Products	36 month from Product Delivery
AT&T CenterLine	CenterLine active Products: PDU ,Cabinet fan, cooling unit ,lighting ,KVM, LCD and other similar components.	12 month from Product Delivery
AT&T RackLine	RackLine passive Products	36 month from Product Delivery
AT&T RackLine	RackLine active Products: PDU ,Cabinet fan, cooling unit ,lighting ,KVM, LCD and other similar components.	12 month from Product Delivery
AT&T OutdoorLine	OutdoorLine passive Products	36 month from Product Delivery
Software products		6 Month from Product Delivery
Any Active product, Cable Guard products		12 month from Product Delivery

Note: Warranty period with respect to any and all products shall commence on the actual delivery date of the Product.

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