

# **DATWYLER SYSTEM WARRANTY**

**Fibre-optic cabling system**

**General Warranty Provisions**

**February 2016**

# System Warranty



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# System Warranty



## 1. Subject matter of the Datwyler System Warranty

This warranty agreement applies exclusively to Datwyler cabling systems made with Datwyler components.

## 2. Terms and definitions

### 2.1. Warrantor

Dätwyler Cabling Solutions AG  
Gotthardstrasse 31  
6460 Altdorf, Schweiz

#### **For Switzerland, Great Britain, South Europe and Latin America represented by the Sales Organisation:**

Dätwyler Cabling Solutions AG  
Gotthardstrasse 31  
6460 Altdorf, Schweiz

#### **For Germany, Austria, Eastern Europe, Scandinavia and BeNeLux:**

Dätwyler Cables GmbH  
Auf der Roos 4-12  
65795 Hattersheim, Deutschland

#### **For Middle East and Africa:**

Dätwyler Middle East FZE  
Jabel Ali Free Zone  
LB 15, Second Floor, Room #10 & 11  
P.O. Box 263480  
Dubai, VAE

#### **For Southeast Asia:**

Datwyler (Thelma) Cables+Systems Pte Ltd  
30 Toh Guan Road #01-01A  
608840 Singapore

#### **For China:**

Datwyler (Suzhou) Cabling Solutions Co., Ltd.  
No. 218, East Beijing Road  
Taicang Economic Development Zone  
Jiangsu Province, 215413 / P. R. China

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## **2.2. Warrantee**

The legal entity being given a Datwyler System Warranty.

## **2.3. Certified installer**

An installer who has attended a Datwyler training seminar on fibre-optic technology/data cabling and is registered with Datwyler as a certified installer.

## **2.4. Datwyler cabling system**

Cables and connecting components approved by Datwyler for the System Warranty and for conformity to the selected class/category.

## **2.5. Acceptance requirements**

Information on the conduct of acceptance testing and on compliance with the limit values stipulated by the Standards (Appendices A2 for single-mode and multimode installations).

## **2.6. Warranty Registration and Agreement**

System Warranty Registration and Agreement document (Appendix A3) to be completed by the warrantee.

## **2.7. 25 Year System Warranty Certificate**

System Warranty Certificate, handed over to the warrantee once the requisite submission documents have been successfully checked (Appendix A4).

## **2.8. Network Installation Certificate**

Certificate issued to a participant following the successful completion of a training seminar on copper data processing technology (Appendix A5).

Information on training courses and dates are available on the [www.cabling.datwyler.com](http://www.cabling.datwyler.com) website under "Cabling Solutions => Companies => Training".

## **2.9. Standards**

The installation has to fulfil the requirements of the national standards according IEC, EN und TIA/EIA.

### **3. Content of the Datwyler System Warranty**

#### **3.1. Component warranty**

Datwyler guarantees that all the components of the Datwyler cabling system are free from material or processing defects for a period of 5 years.

#### **3.2. Datwyler 25 Year System Warranty**

Datwyler guarantees that the Datwyler cabling system installed at least meets or even exceeds the values stipulated in the Standards on the date the components are delivered for a period of 25 years. Excluded of the Warranty are the fiber end faces which lost their performance by inappropriate handling.

### **4. Warranty conditions**

#### **4.1. To claim under the Datwyler System Warranty the following conditions must be met:**

##### **4.1.1. Warranty registration**

The Warranty Registration (Appendix A3) for the 25 Year Datwyler System Warranty issued to the warrantee must be completed in full, signed by a certified installer and filed within 3 months, with Datwyler following acceptance of the installation. By submitting of Appendix A3 the client confirms

- that the components were installed in compliance with their product specification and in accordance with Datwyler's installation guidelines;
- that the Datwyler cabling system to be certified was tested and documented in accordance with the acceptance requirements (Appendix A2);
- that the test results submitted are consistent with the values actually measured;
- that the system installed conforms to the values specified in the Standards and was built with Datwyler components.

##### **4.1.2. Material used**

Only brand-new Datwyler components in the original packaging must be used for the permanent link.

##### **4.1.3. Installation and acceptance testing**

The installation and acceptance testing of the Datwyler cabling system may only be carried out by individuals who hold a valid Datwyler Network Installation Certificate.

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## 4.1.4. Calibration

A copy of the calibration certificate for the test equipment used for acceptance testing, valid on the date of testing, must be submitted.

If the warrantee has a support contract with a test equipment manufacturer for the calibration of the test equipment, the support contract number must be stated.

## 4.1.5. Handover of measured values

The warrantee shall hand over to Datwyler a copy of the measured values of the permanent links in original format. The measurements can be uploaded to the Datwyler Sharefile system or transferred on standard storage media. The regional upload link for the Datwyler Sharefile system is given in Appendix A3.

The storage medium and the data transferred shall become the property of Datwyler. The warrantee himself shall administer the original data for the period of the warranty.

## 4.1.6. Inspection of the installation

The warrantee shall ensure that Datwyler is able to inspect the cabling system – even during the installation phase.

## 5. Services provided by Datwyler

### 5.1. Data sheets

Datwyler will provide the warrantee with data sheets and installation guidelines for the components included in the Datwyler cabling system.

### 5.2. Planning aids

Datwyler will provide the warrantee with planning aids for assembling a cabling system.

### 5.3. Seminars

Datwyler will conduct certification seminars and will issue a non-transferable certificate on successful completion of the training course. The cost will be covered by the individual obtaining certification.

Information on training courses and dates are available on Datwyler's website.

### 5.4. Document checking / issuing the System Warranty

After checking the documents submitted for completeness and compliance of stipulated values, Datwyler will hand over to the warrantee the Datwyler System Warranty for the cabling system installed.

If documentation is incomplete or not correct, Datwyler explicitly reserves the right to issue a warranty.

The Datwyler system warranty is not transferable to third parties.

## **6. Modifications and extensions to certified cabling systems**

### **6.1. Modifications of the cabling system**

Should the warrantee intend to modify a cabling system for which a Datwyler System Warranty already exists, the warranty will not be valid unless Datwyler is notified of the modification before work commences. After verification of the modification and acceptance by Datwyler the initially warranty provisions and duration remain in force.

### **6.2. Extensions of the cabling system**

Should the warrantee intend to incorporate an extension of a Datwyler cabling system into an existing Datwyler System Warranty, an application must be made to Datwyler with the note "Warranty extension" in Appendix A3 with all the requisite documents upon which the warranty is conditional.

## **7. Complaints relating to components**

### **7.1. Component checks**

The warrantee will check the components supplied by Datwyler within ten working days of delivery. Datwyler must receive immediate written notification of any defects found during this inspection.

### **7.2. Return of components found to be defective**

After prior consultation with the Datwyler sales organisation responsible, the defective components should be sent to Datwyler together with a copy of the original invoice and delivery note so that the defect can be examined. The RMA-procedure (Return Material Authorization) has to be applied for the shipment.

## **8. Complaints relating to the Datwyler cabling system**

### **8.1. Complaints during the warranty period**

Should there be a complaint relevant to the warranty during the warranty period, the warrantee must provide Datwyler with the following information:

- detailed description of the problem
- copy of the delivery note and invoice for the components used
- Warranty Agreement for the certified Datwyler cabling system
- the archived stored measurement values of the certified cabling system

### **8.2. Inspection of the installation by Datwyler**

If the problem cannot be clearly defined on the basis of this information, Datwyler shall be entitled to test and examine the Datwyler cabling system on site at any time.

## 8.3. Justified complaints

In the event of a complaint, Datwyler's written consent must be obtained before any work is carried out on the defective transmission link.

Datwyler will accept the costs of replacing or repairing the components concerned by a certified installation contractor at the customary local prices.

The costs accepted shall be limited to the original installation costs inclusive of material.

For defect rectification, Datwyler may use components which are at least equivalent to the same product specifications of the defective components.

The disassembled and replaced components shall be made available to Datwyler free of charge.

## 8.4. Unjustified complaints

Should the complaint prove unjustified, the warrantee shall meet all the costs incurred by Datwyler in establishing and analysing defects in the Datwyler cabling system.

## 8.5. Minimising costs

The warrantee is under an obligation to minimise costs as a matter of principle.

## 8.6. Exclusion of further rights relating to defects

The warrantee is not entitled to other rights relating to defects.

## 9. Exclusion of warranty payments

### 9.1. Warranty exclusion

Datwyler will not make any payments within the scope of this warranty

- if the client suffers no damage;
- if the components of the Datwyler cabling system are/were not used or operated as intended;
- if the components were damaged, modified or incorrectly installed;
- if the components are/were operated in an environment which does not conform to the product specifications;
- if measurement results were manipulated;
- if defects occur due to thermal, chemical, electrical or electrolytic influences;
- for damage outside Datwyler's control, e.g. fire, water, flood, war, lightning strike, earthquake, explosions or act of God.

Also excluded from the warranty are wearing parts such as connecting cables and patch cables, connectors, couplings, etc.



## 10. Termination of Datwyler System Warranty

The Datwyler System Warranty will automatically be terminated without prior notice when the warranty period expires 25 years after the warranty certificate was issued.

It will also terminate in the event of any modification to the Datwyler cabling system of which Datwyler was not notified in writing or did not approve.

## 11. Exclusion of liability

As a matter of principle, Datwyler does not accept liability for consequential damages which could be caused by an allegedly defective Datwyler cabling system, for example loss of earnings, loss of data, data reprocessing, computer rebooting and downtime, or for damage to equipment or third party claims against the warrantee.

This exclusion of liability also applies in cases where Datwyler was given prior warning of the possibility of such damage.

## 12. Applicable law and jurisdiction

This Warranty Agreement is subject to Swiss law without recourse to the Vienna Convention relating to the UN Convention on Contracts for the International Sale of Goods.

### **The place of jurisdiction is Zurich.**

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

In this event the contracting partners undertake to replace the ineffective or unenforceable provision by an effective or enforceable provision which approximates most closely to the original purpose. This applies equally if the agreement contains any unintended legal loopholes.

## 13. Non-assignment

None of the rights arising from this Warranty Agreement (Appendix A3) are transferable to third parties.

## 14. Termination

The Warranty Agreement (Appendix A3) may be terminated in writing by either party at any time with effect for future installations.

## 15. Appendices

Anhang A2-1: Acceptance Requirements for a Datwyler System Warranty – FO- MM

Anhang A2-2: Acceptance Requirements for a Datwyler System Warranty – FO- SM

Anhang A3-1: Warranty Registration and Agreement for a Datwyler System Warranty – FO-MM

Anhang A3-2: Warranty Registration and Agreement for a Datwyler System Warranty – FO-SM

Datwyler expressly reserves the right to make any adjustments to the Appendices which may be required to reflect technical modifications.