







# COMPLETE CONNECT FIBRE SYSTEM WARRANTY

- **▶** Your total system warranty
- Complete protection for 25 years
- Exceeding all relevant international standards
- Delivering piece of mind
- Removing operational performance risks

# The Complete Connect System Warranty is subject to the following conditions

### End User Conditions of use 1 Definitions in these conditions:

- 1.1 "End User" means the customer to whom the System Warranty Certificate has been issued.
- 1.2 "Complete Connect®" Complete Connect Limited Company Registration Number 07246926
- 1.3 "Installer" means a company authorised in writing by Complete Connect® in accordance with the Complete Connect® installer agreement. A Complete Connect® installer is authorised to design and install a System to which the warranties herein will apply. Design and installation must be conducted by the installer's staff.
- 1.4 "Product" means those Complete Connect® products listed in the Registration Form.
- 1.5 "Registration Form" means the form used to apply for the warranties herein.
- 1.6 "Cabling Standards" means the published relevant international cabling standard(s) referred to in subsection "Compliance" of the Registration Form current at the date of registration.

- 1.7 "Specifications" means the performance requirements defined by the relevant international cabling standard(s) and to which the System has been tested and passed.
- 1.8 "System" means any combination of the products that are specified in writing by Complete Connect®
- 1.9 "Warranty Period" means 25 years from the date of certification on the signed warranty.
- 1.10 Headings are included for ease of reference only and shall not affect the interpretation of these conditions.

# 2 Complete Connect® warrants to the End User that

2.1 The tested System in its installed state will meet or exceed the Specifications in force at the time of installation for the duration of the Warranty Period, and

### 3 Applications assurance warranty

- 3.1 Complete Connect® warrants to the End User that, for the duration of a Warranty Period the System will be free from defects that prevent operation of:
- 3.2 applications specified by recognised standards or user forums that use the relevant international cabling standards

# 4 Installation and testing

4.1 The warranties in this document shall apply only if the Products are installed as a System and the System is tested in accordance with the relevant international cabling standards as stated in the Registration Form.

# **5 Alterations to the system**

- 5.1 Any alterations, modifications and/or additions to a warranted System must be performed in accordance with the same System requirements.
- 5.2 Any replacement or additional Product used will maintain the warranties in sections 2 and 3 for the remainder of the Warranty Period unless a new System is installed in which case a new System warranty certificate will be issued, subject to the terms and conditions applicable at that time

#### 6 Records and test results

- 6.1 It is the responsibility of the End User to store and maintain accurate initial and any subsequent installation layouts, drawings and test result data for the duration of the Warranty Period.
- 6.2 Complete Connect® will only issue a warranty certificate after having examined and approved all required documents.

## 7 How to apply for a warranty

7.1 The Registration Form must be completed and sent to Complete Connect® within 30 days of completion of the system installation.

### 8 Claims procedure

8.1 The End User shall notify Complete Connect® or the Complete Connect® installer that originally installed the System within five working days of the discovery, by any person, of any alleged defect in the System.

- 8.2 The End User shall, if so requested, ensure that Complete Connect®, the Complete Connect® installer or their authorised representatives are allowed free access to the premises on which the allegedly defective System is located for the purpose of inspection and testing as appropriate. No Product may be removed from the System without Complete Connect®'s prior authorisation.
- 8.3 The End User shall, on request, make available to Complete Connect® copies of any test reports.

# 9 What Complete Connect® will do

- 9.1 If Complete Connect® is satisfied, after inspection or otherwise, that the System does not comply with the warranties in sections 2 and 3 (subject to the other conditions and limitations herein), then, at Complete Connect's® sole discretion:
- 9.1.1 The defective Products will be repaired or replaced, and Complete Connect® may pay for the appropriate cost to repair or replace any such defective Products, or
- 9.1.2 The purchase price of the defective Products will be refunded.
- 9.1.3 Subject to section 10.1, defective Products may be removed by Complete Connect® and repaired at the premises at which they are located (in which case the End User will ensure that Complete Connect® or its authorised representatives are allowed free access for such purpose) or at the Complete Connect's® premises as necessary.
- 9.1.4 If any Product has been upgraded, Complete Connect® shall have the option to use such a product

to satisfy its obligations providing that the functionality and performance of the upgraded product is at least equal to that set out in the specification for the replaced Product.

# 10 Complete Connect's liability to you under this warranty

- 10.1 The Warranties in sections 2 and 3 above shall only be applicable if:
- 10.1.1 The End User presents the System warranty certificate by Complete Connect® and
- 10.1.2 New Products were used in the System at the time of installation and issuance of the warranty certificate and
- 10.1.3 The defect was not caused by incorrect or negligent handling, disregard of any reasonable instruction given by Complete Connect®, any abnormal use (including the use of unsuitable or defective tools or equipment in connection with the Products), overloading, unreasonable wear and tear or any other fault by the End User, its sub-contractors, servants or agents and
- 10.1.4 The defect was not caused by any other external act or omission or circumstance beyond Complete Connect's® control occurring after delivery by Complete Connect®.
- 10.1.5 Subject to the limitations in paragraph 11.2 the remedy described in sub section 9.1 shall constitute the End User's sole and exclusive remedy for any breach of the warranties in section 2 and 3 hereof.
- 10.1.6 Except as specifically stated herein, it is acknowledged that neither Complete Connect® nor the manufacturer of any Product has given any other

warranties express, other than implied or statutory. All warranties implied by law for the System during the Warranty Period are excluded.

- 10.1.7 Subject to the limitations in paragraph 11.2 neither Complete Connect® nor the manufacturer of any Products will be liable whether in contract, tort (including without limitation negligence), by way of indemnity or otherwise for any loss of revenue, profit, contracts, customers, business or goodwill or any indirect or financial loss or incidental, special or consequential damages that may be suffered by a purchaser or user, including End User, of any Products.
- 10.1.8 Subject to the limitations in paragraph 11.2 and except as explicitly provided otherwise in this document, neither Complete Connect® nor any such manufacturer's liability for any claims or damages arising out of or connected with the warranties in section 2 and 3 of the manufacture, sale, delivery or use of the defective Products exceed the purchase price of the defective Products. This clause shall survive failure of an exclusive remedy.

# 11 Governing Law

11.1 These conditions shall be governed by and construed in all respects in accordance with the law prevailing in England. 11.2 Nothing in these conditions shall purport to exclude or restrict any liability the exclusion or restriction of which is prohibited by law.

