

SMART Giga Warranty

Definitions

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Certified Cabling Installer

A cabling installer certified by RiT to install and support RiT cabling products.

Registered Installation

An installation where registration forms have been completed by a Certified Cabling Installer and RiT has issued a Registered Installation Certificate and a registration number.

Effective Date

The earlier of:

- The completion date of the installation.
- The date of the Registered Installation Certificate issued by RiT

Warranty Period

Twenty years from the Effective Date.

SMART Giga Components

The Patch Panels, communications outlets, cables and patch cords marked by a **C5e** icon.

Cabling System

Components used to constitute one or more end-to-end cable links consisting of a length of cable, one end terminated in a patch panel, and the other in a communications outlet or another patch panel.

One end of the link may have a patch cord. A Cabling System is defined as any number of such links.

SMART Giga Cabling System

A Cabling System comprised exclusively of SMART Giga Components, installed by a Certified Cabling Installer and qualified as a Registered Installation.

Beneficiary

The person or entity to whom the original RiT Registered Installation Certificate was issued. A new tenant or owner of an existing SMART Giga Cabling System must apply for installation recertification and for a new Registered Installation Certificate.

Standards

ANSI/TIA/EIA-568-B1, B2

Commercial Building

Telecommunications Cabling Standard

ISO/IEC 11801 second edition

Generic Cabling for Customer Premises

EN 50173 second edition

Performance Requirements of Generic Cabling Schemes

ANSI - American National Standards Institute

TIA - Telecom Industries Association

EIA - Electrical Industries Association

ISO - International Standards Organization

IEC - International Electrotechnical Commission

Warranties

The Component Warranty

Any SMART Giga Component included in a Registered Installation will be free from manufacturing defects in material and workmanship under normal and proper use.

The Performance Warranty

- Any SMART Giga Component for copper cabling included in a Registered Installation of a SMART Giga Cabling System will meet or exceed the electrical parameters stated in the above Standards.
- Any copper permanent link included in a Registered Installation of a SMART Giga Cabling System will meet or exceed the electrical parameters stated in the above Standards, for permanent links and channels.
- Any copper permanent link included in a Registered Installation of a SMART Giga Cabling System will be capable of delivering at least 1Gbps to the workstation.

The Application Warranty

Any SMART Giga Cabling System will be free from failures which prevent any of the following applications for which the original SMART Giga Cabling System installation was designed.

What RiT Will Do

RiT, or a RiT Certified Cabling Installer will repair or replace, at their discretion, defective SMART Giga Components which violate the above warranties, with no charge to the Beneficiary.

Warranty Claim Procedure

- In the event of a system failure, the Beneficiary must rule out potential causes which are not related to the SMART Giga Cabling System.
- The Beneficiary will conduct the performance tests using a calibrated and updated test equipment.
- After the problem has been isolated to the SMART Giga Cabling System, the Beneficiary must have the installation inspected by a RiT Certified Cabling Installer, and complete a Warranty Claim form provided by RiT. Part of the form must be completed by the RiT Certified Cabling Installer who inspected the installation. The signed form should be forwarded to RiT.
- If according to the form, and in the sole opinion of RiT, there exists a valid Warranty claim, RiT will be responsible for the repair or replacement of the defective SMART Giga Components including labor costs.
- If after inspection, the problem is found to be the fault of something other than the SMART Giga Cabling System, RiT and RiT's Certified Cabling Installer will invoice the Beneficiary for all related labor, travel expenses and normal personnel and equipment charges. By acceptance of the Registered Installation Certificate, the Beneficiary acknowledges an agreement to pay all charges considered to be normal industry charges for work completed in regards to processing the claim.

Limitations

This Warranty is given only to brand new SMART Giga Components, installed according to RiT's specifications and instructions, and is valid only if all the following conditions are met:

- The Cabling System is a SMART-GIGA Cabling System.
- UTP SMART-GIGA Components may not be mixed with screened and/or shielded SMART-GIGA Components in one Cabling System.
- The SMART-GIGA Cabling System was installed according to RiT's specifications and instructions and the applicable standard.
- All SMART-GIGA Components are operated within their operational limits, as specified on the appropriate product manufacturer's data sheets, for the whole of the Warranty Period.
- This Warranty applies to the first installation of the SMART-GIGA Components. Any alterations to the original Registered Installation of the SMART-GIGA Cabling System, beyond normal customer interface, must be registered with RiT and a new Registered Installation Certificate must be issued by RiT. If any portion of the SMART-GIGA Cabling System was altered without registration with RiT, this Warranty is void. RiT, at its discretion, retains the right to refuse to register a system it deems incorrectly designed or installed.

General

- RiT's liability under this Warranty is limited in all aspects to the value of goods supplied by RiT and in no event shall RiT be liable for consequential damages.
- The Beneficiary relies on his own skill and judgment as to the suitability of all goods offered and supplied for any particular purpose or for use under any specific conditions.
- RiT shall be under no liability whatsoever for any breach of contract, however arising, whether of any express or implied condition, warranty or terms of contract (and whether amounting to a repudiation or fundamental breach or not) nor for negligence including mis-statement either in tort or contract or otherwise, nor for any loss, injury or damage whether direct or consequential where flowing from any defect latent or otherwise and whether or not attributable to any delay in repair or replacement by RiT and whether in tort or contract or otherwise.
- This Warranty is in force as of its title date and will remain in force until amended by RiT, at its sole discretion. No notice of such amendment will be given. The Warranty version which applies to a specific SMART-GIGA Component is the one which was in force at the Effective Date.
- This Warranty in all respects, shall be construed and operate as an Israeli contract and in conformity with Israeli Law.