



rev. 1-2023

optiLAN THE FUNCTIONAL
GUARANTEE
(Belgium and Netherlands)

**TKM optiLAN Cabling System
optiLAN 25 Year Warranty Coverage**

optiLAN 25 Year Warranty (the "**Warranty**" or "TKM optiLAN 25 Year **Warranty**") covers only structured cabling systems which are comprised of TKM optiLAN Cabling Systems components only and which have been installed and commissioned by a certified TKM optiLAN Approved Partner (installer), which were tested according to optiLAN Cabling Systems instructions and which were officially certified by TKM optiLAN Cabling Systems.

All optiLAN Cabling Systems passive structured cabling systems are warranted to operate flawless according to standard based applications and protocols for the related categories as shown in the relevant sections of EN 50173.

Any equipment, including without limitation, any non-passive equipment, active equipment, Future-Patch, smart panels, Software, and/or any Future-Patch components, public network interface or terminal equipment as well as any other products or equipment not manufactured by TKM optiLAN Cabling Systems are not covered by the optiLAN 25 Year Warranty.

All equipment used in the installation must be installed and tested in full compliance with the practices specified in the optiLAN Cabling Systems manuals and documentation.

TKM optiLAN 25 Year Warranty Performance Commitment

If a channel of a warranted optiLAN Cabling Systems structured cabling system fails to comply with any of the warranted parameters, an TKM optiLAN Cabling Systems expert will evaluate the optiLAN Cabling Systems responsibilities under this Warranty and provide necessary remedies (if any) in accordance with this Warranty. Any such repair or replacement shall be warranted under the terms of this Warranty.

If TKM optiLAN Cabling Systems in its sole discretion determines that a failure is caused by an optiLAN Cabling Systems component, the rectification of the system by replacement or repair will be made at no cost to the end user. More specifically, this optiLAN Cabling Systems Warranty shall be limited to the replacement or repair of any failed components free of charge, although TKM optiLAN Cabling Systems shall pay the labor costs associated to associated fault diagnosis and rectification when TKM optiLAN Cabling Systems determines there is a failure caused by an optiLAN Cabling System component.

TKM OptiLAN 25 Year Warranty Limitations

Only the repair or replacement of elements in an optiLAN Cabling Systems network by a certified optiLAN Cabling Systems or by its designated certified installer is provided under this Warranty.

Non Transferable Warranty - This Warranty is limited to the original end user only for whom the installation has been setup and is not transferable.



rev. 1-2023

optiLAN THE FUNCTIONAL
GUARANTEE
(Belgium and Netherlands)

This Warranty is only applicable to the transmission properties and applications of the category and standard to which the channels or links of warranted optiLAN Cabling Systems structured cabling system were tested to, as indicated in the specific Warranty.

Updates, modifications and revisions of standards published after the date of testing may not be retroactively applied to this Warranty.

This Warranty is only applicable to channels and links of warranted optiLAN Cabling Systems structured cabling system that were tested and reported. Failed or non-tested links or channels of warranted optiLAN Cabling Systems structured cabling system are automatically excluded from the Warranty. Each channel and link of warranted optiLAN Cabling Systems structured cabling system needs to be registered in order to be covered under the Warranty.

This Warranty is only applicable to fully ratified and published standards. optiLAN Cabling Systems does not warrant the performance of its links and channels of warranted optiLAN Cabling Systems structured cabling system based on draft standard limits, even if they are available in field-test instruments.

optiLAN Cabling Systems makes no other representation or warranty of any other kind, expressed or implied with respect to the components sold hereunder, whether as to merchantability, fitness for a particular purpose or any other matter. Under no circumstances or conditions shall TKM optiLAN Cabling Systems be liable or responsible for any claim of any buyer for costs, expenses, direct or consequential damages due to the use or misuse of TKM optiLAN Cabling Systems products.

The limited warranty specified herein 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, expressed, implied or statutory. This Warranty does not cover failure of any optiLAN Cabling Systems system or component resulting from actions or events beyond the control of optiLAN Cabling Systems including, without limitation, unauthorized or improper repairs, modifications, misuse, accidents, fire, water damage, excessive radiation and acts of God.

This Warranty shall be expanded only to the extent required by applicable local laws in Belgium and the Netherlands.

TKM optiLAN Cabling Systems shall not be liable for any costs other than as expressly set forth in this Warranty, including but not limited to costs associated with components fault diagnosis, rectification, and installation labor when a failure is determined by optiLAN Cabling Systems not to be caused by an optiLAN Cabling Systems component.

The optiLAN Cabling Systems products are not designed, manufactured or intended for use, and should not be used or sold or resold for use, in any applications that require the product to work or continue to work under conditions that are out of the product technical specification (Collectively, "Restricted Uses"). All Restricted Uses of the optiLAN Cabling Systems products are strictly prohibited and shall



rev. 1-2023

optiLAN THE FUNCTIONAL
GUARANTEE
(Belgium and Netherlands)

automatically void any warranties or indemnities provided by the supplier, and release optiLAN Cabling Systems from any obligation to provide any support with respect to such products.

In no event shall optiLAN Cabling Systems cumulative liability for all claims of whatever kind, in the aggregate, whether such claims are based in contract, indemnity, warranty, tort or otherwise, arising under or in connection herewith, exceed the sum of the total amounts paid by the customer/end user to optiLAN Cabling Systems with respect thereto.

In no event shall TKM optiLAN Cabling Systems be liable for any special, exemplary, indirect, incidental or consequential damages (including loss of use, data, business, revenues, profits or other economic advantage), however caused, arising under or in connection herewith, even if optiLAN Cabling Systems has been advised of the possibility or probability of such damages or that such damages were foreseen, and even if any exclusive remedies provided herein fail of their essential purpose. Without derogating from the above said, in no event shall TKM optiLAN Cabling Systems be liable for any unforeseen damages. This Warranty shall be governed by and construed under the laws of the European Union. This Warranty is provided by optiLAN Cabling Systems, an authorized brand licensee of TKM Intellectual Property.

Replacement of components in the event of a guarantee claim

In the event of a guarantee claim, the guarantor shall be liable by supplying the failed Link components. The usual assembly costs required for the replacement shall be reimbursed. Liability for any consequential damage is expressly excluded.

The guarantee period shall not be extended by any guarantee service.