



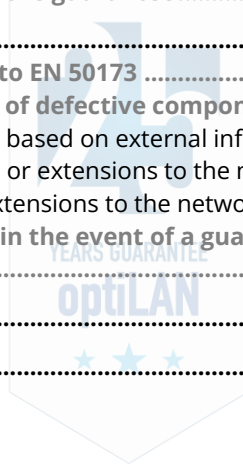
optiLAN GUARANTEE AGREEMENT

SAMPLE DOCUMENT

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25 years optiLAN guarantee agreement

for the object: _____ **XXX**

between

TKM - Telekommunikation und Elektronik GmbH
hereinafter referred to as "**GRT**" for short (guarantor)

and the installer company

XXXXXX

hereinafter also referred to as "**WTE**" (policy holder).

1.1. Obligations of the police holder (WTE)

1.2. Specified components of the data cabling system

Only the components belonging to the cabling system may be used:

Component:	Brand:	Type Copper:	Type FO:
Tertiary cable - copper	XXX	XXX	
Tertiary cable - FO	XXX		XXX
Patch connection cable	TKM GmbH	XXX	XXX
(RJ45 and FO)	TKM GmbH	XXX	
RJ45 plug	TKM GmbH	XXX	
RJ45 jack (module)	TKM GmbH	XXX	XXX
Junction box	TKM GmbH	XXX	XXX

**n.i. - not installed*

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used in accordance with the product specification contained in the data sheets when installing cable systems (hereinafter also referred to as network or system). Exceptions require the written consent of the GRT.

1.3. Installation notice

The network to be installed shall be notified to the GRT by the WTE in writing prior to the start of the installation work.

1.4. Installation execution

The installation of the network may only be carried out by the qualified personnel of the WTE.

1.5. Installation guidelines and instructions

The components belonging to the system must be handled according to their product specifications during installation. In addition, the WTE must strictly observe the relevant installation guidelines of the GRT during installation.

1.6. Measurement documentation

The fully installed network shall be checked by the WTE for functionality by a measurement method specified by the GRT. This check must be performed by a WTE employee certified by the GRT. The measured values for all links are to be recorded in a measurement protocol on a data carrier specified by the GRT. The compliance with the measurement method provided by the GRT as well as the exact observance of the installation guidelines of the GRT during installation and the achievement of the values specified in the data sheet shall be confirmed to the GRT in writing by the WTE without delay, provided that this corresponds to the facts. The measurement report prepared by the WTE on the data carrier designated by the GRT for this purpose shall be handed over to the GRT for ownership.

1.7. Access to the installed network

The WTE shall ensure towards the GRT that the GRT has access to the installed network, if necessary.

2. Obligations and rights of the guarantor (GRT)

2.1. Specification of the data technology components used

For the use of the various cable types in connection with passive components, data sheets have been prepared by the GRT and made available to the WTE. The data listed there must be available at least after installation of the network.

2.2. Prerequisites for issuing the guarantee

The GRT undertakes to check the measurement protocol given to him and to inform the WTE of the result. If the check shows that the measured values/data listed in full in the measurement log do not conflict with optimal functionality of the network that has been properly installed in compliance with the provisions of Section 1.1 and if GRT has received written confirmation in accordance with Section 1.5, GRT undertakes to hand over the "25-year guarantee certificate" (but see section 3) at this point, whereby the GRT assumes at this point that the content of the written confirmation corresponds to the facts.

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Only upon delivery of the "25-Year Guarantee Certificate" shall the GRT assume the 25-year guarantee for the installed network in accordance with the provisions of Clause 3 and Clause 4 below.

2.3. Condition for the rejection of the guarantee

If the inspection of the measurement report by the GRT shows that the values achievable with professional installation are not present, the GRT declares its willingness to inspect the installed network on site in cases of doubt. If a new inspection shows that the required values (see data sheet) are not available, the GRT is entitled to refuse the guarantee. In this case, the costs incurred by the GRT due to the on-site inspection shall be borne by the WTE. Furthermore, the GRT is entitled to reject the guarantee if the WTE has not fulfilled its obligations according to section 1.1 up to and including 4 above, in particular if the written confirmation of the acceptance measurement required under section 1.5 is not submitted immediately or its content does not correspond to the facts (in this respect, see also section 3.2).

3. Scope of the optiLAN guarantee

Content of the 25-year guarantee assumed by the GRT by handing over the guarantee certificate:

3.1. 25-year guarantee according to EN 50173

For a period of 25 years from the date of issue of the guarantee certificate handed over to the WTE, the GRT assumes the following guarantee for the installed network

100% conformity with the EN 50173 standard for the installed network

with regard to all Link products used in accordance with section 1.1 by replacing all defective or failed network components or their compatible successor products, provided that the defective components are made available to us for inspection and no case of section 3.2 below exists.

3.2. Reasons for exclusion in case of defective components

3.2.1. Component defectiveness based on external influences

The defectiveness of a component must not be caused by external influences (e.g. acid, water, dirt, mechanical force exerted by the WTE or similar processes) or, in particular, in violation of the specified mating cycles (cf. data sheet) or due to non-observance of the obligations of the WTE pursuant to item 1 above.

3.2.2. Subsequent modifications or extensions to the network with consent

No changes may be made to the installed network after completion of the installation unless the GRT has given its written consent to a change to the WTE.

3.2.3. Subsequent changes or extensions to the network without consent

If there are indications of a change to the network without the consent of the GRT or in the case of Section 3.2.1 above, the WTE shall ensure that the installed network can be inspected on site by the GRT. If, in such a case, an on-site inspection reveals a change to the network without the consent of the GRT, or if the case described in Section 3.2.1 above is confirmed, or if an on-site inspection is not possible through no fault of the GRT, the guarantee given shall lapse. Any costs incurred by the GRT for an on-site inspection shall be borne by the WTE in this case. If the WTE detects a change in the network by a third party, possibly also by its customer, it must inform the GRT immediately and in writing.

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3.3. Replacement of components in the event of a guarantee claim

In the event of a guarantee claim, the GRT shall be liable in accordance with Section 3.1 above by supplying the failed Link components. The usual assembly costs required for the replacement shall be reimbursed to the WTE. Liability for any consequential damage is expressly excluded.

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

3.4. Guarantee

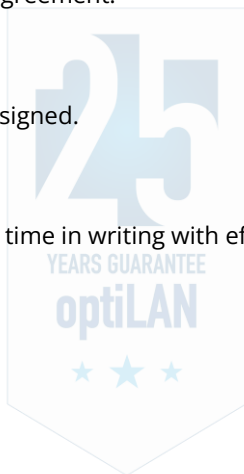
Insofar as the WTE has purchased the link products from the GRT, the guarantee agreed for the purchase of these products remains unaffected. Within the guarantee period for the purchase of the link products (cf. GRT's terms and conditions of business and delivery), WRT also has the guarantee claims agreed upon at the time of purchase, without observing this agreement.

4. Assignment

Rights from this agreement may not be assigned.

5. Termination

This agreement may be terminated at any time in writing with effect for future installations.



Moenchengladbach, _____ Location, Date _____

NAME / SIGNATURE NAME / SIGNATURE

Guarantor:
TKM - Telekommunikation und Elektronik GmbH

Policy holder:
Stamp

NAME / SIGNATURE

Local representative:
Stamp

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