

GENERAL CONDITIONS FOR THE EXTENDED WARRANTY PROGRAM 15 YEARS

DESCRIPTION - DEFINITIONS - GENERAL TERMS AND CONDITIONS

The Gigamedia Warranty is a guarantee of Performance of a period of 15 YEARS which applies to static Class E or EA links called Permanent Link or Channel within the meaning of the latest version of Standard ISO/IEC 11801, realised with passive components approved and sold by the company CONECTIS as part of the Conect Open program and installed by an approved installer. The active components, be they network materials, telecom devices or terminal devices, are specifically excluded from the Conect Open programme.

The Gigamedia Warranty applies exclusively to the performance of the links, and does not guarantee that they will provide results at any level whatsoever once they are combined with other products or components in a storage or data transmission system. The Gigamedia Warranty is subject to compliance by the installer and the Beneficiary of the procedures for identifying the project, installation, operation and maintenance, test conditions and environmental requirements set out or referred to in Standard ISO 11801 Ed. 2.2, EN 50174 and in the Company's Instructions relating to the interconnections and components.

The Installer and the Beneficiary accept that the links of the structured cabling system are covered by the Gigamedia Performance Warranty.

To this end, the Installer undertakes to have the system's design and installation plan validated according to the standards before registration and to file all documents relating to the project and required under Gigamedia's Warranty no later than 30 days following acceptance of the links.

The Gigamedia Certificate of Warranty is established between SAS CONECTIS, Rue du Haut de Sainghin, BP 114, 59118 at LESQUIN (France), below referred to as the "Company" and the Beneficiary of the installation.

DEFINITIONS

For the needs of the Gigamedia Warranty, the term:

- "Beneficiary" means a company on behalf of which the structured cabling system has been installed. This warranty applies only to the original purchaser of the cabling system and is transferable only after CONECTIS SAS' written agreement.
- "Installer" means the company with expertise in the field of the installation of cabling systems, authorised by CONECTIS SAS to transmit the Gigamedia Warranty, freely chosen by the Beneficiary for the installation of a cabling system, without the Company being involved in this choice. However, it must first be certified by the Company. (See annexe 4, Conect Open Installer)
- "Company" means the company CONECTIS SAS
- "Link" means passive and static transmission path defined in standard ISO 11801 as a "Permanent Link" or "Channel" and realised using Gigamedia products sold by the Company Conectis SAS.
- "Cabling system" means all the Links covered by this Warranty.

PERFORMANCE WARRANTY

Each component of the Gigamedia Cabling System benefits from a Components warranty in accordance with the law. In addition to the Components warranty, the company grants to the Beneficiary, through the Installer, the Gigamedia Performance Warranty which has the following characteristics:

The Company guarantees to the Beneficiary that the Cabling System consisting of class E or EA Permanent Links as defined in the most recent version of standard ISO 11801 realised by the Installer using components supplied by the Company, will offer performances in accordance with the specifications of the links defined in the Standard, for a period of 15 YEARS from the official commissioning date of the Cabling System, validated by the issuance of the Warranty Certificate.

Each link will continue throughout the Gigamedia Warranty to meet the specifications laid down in the mechanical and transmission field for products of the same type and described in the standard on the acceptance date. No specification on durability however may extend beyond the 15-year period.

The Warranty is subject to installation, operation and maintenance under the test environment conditions defined in the standards and/or the Company's specifications.

Under the Gigamedia Warranty, the Company undertakes to repair or replace the component of the defective link in accordance with the terms and limitations of the Gigamedia Warranty.

Since the patch cords are not static, the duration of the warranty thereof is equivalent to the legal warranty period.

The Gigamedia Warranty agreement is established between the Company and the Beneficiary. It concerns only the links made up of components supplied by the Company through the Installer who has bought them from a distribution point approved by the Company under the Gigamedia Warranty.

In the event of non-compliance of a link of the Cabling System installed covered by the Gigamedia Warranty, the Company shall exchange, repair or refund the defective component, in strict compliance with the standards previously cited as well as in compliance with best industry practice.

The Company alone may validate the test and installation configurations for which the conditions under which the Gigamedia Warranty shall apply.

The Company will take all useful precautions which it considers necessary before issuing the Gigamedia Warranty to guarantee the compliance of the tests. No costs or compensation may be claimed in the event of a request for the recertification of a site.

If the cabling system is compliant, the Company shall issue a registration number for the warranty and shall issue a Gigamedia Warranty certificate. In the event of non-compliance, the Company shall inform the Installer in writing and it will have a period of thirty days to return the Cabling System to compliance and provide all the documentary proof requested; the Company shall then have 60 days to register or refuse the warranty claim.

The company reserves the right to control on site a Gigamedia cabling system that is due to be guaranteed and to check the files for the design and installation of the system.

The Beneficiary shall request the Company to make an initial control visit of the installation in the fifth year following the issuance of the warranty. If the Company considers such a control desirable, the Beneficiary shall allow access to the installation by the representative of the Company mandated for this purpose.

This request must then be renewed every five years during the warranty period to retain the benefit of the Conect Open warranty.

INFORMATION ABOUT THE PROJECT - REQUIREMENTS FOR THE ISSUANCE OF THE WARRANTY

The Installer acknowledges that all information provided to the Company is accurate and complete and that only the links for which the minimum documentation has been submitted to the Company prior to the date of registration and approved, shall be covered by the Performance Warranty issued to the Beneficiary.

To obtain the Gigamedia Warranty registration, the contents of the end of project file (annexe 3) that shall be provided by the Installer to the Company, shall include at least the following:

All information about the end user and Installer.

The list of planned hardware established when declaring the project. All the final drawings of each floor of the buildings concerned with the locations and reference information about all the connectors to workstations and all the telecommunications cabinets as well as the routing of the cables. All the connectors to the workstations and telecommunications cabinets must be represented or referenced on each floor. Required format: digital medium in a format accepted by the Company on the testing date.

The list of accepted formats is listed in Annexe 1

In the case of inter-building links: all the final drawings of the campus and inter-building links. Digital medium in a format accepted by the company on the testing date.

Diagram of the backbones. Required format: digital medium in a format accepted* by the Company.

Acceptance testing of connectors certificate (for 100% of installed links, the tests being performed using a bi-directional device with a validated level of accuracy depending on the performance required (see annexe 2) for a suitable configuration (see annexe 2). Satisfactory test reports for each link to be covered by the warranty, with the necessary information for identification using the drawing supplied (circuit ID used in the reference information).

These test reports must list the results of all the tests according to the ISO 11801 cabling standard in its most recent version for commercial buildings.

Digital medium in a format accepted* by the Company on the date the tests are performed.

Reference information for the identification of the workstation's I/O port and the patch panel of the telecommunications cabinet corresponding with the cable (circuit ID on the test report). The reference information must also enable the building to be identified (on campuses, the floor, room, the connector, the number of the I/O port to the workstations. For the telecommunications cabinet, the reference should make it possible to identify the cabinet, the patch panel and the No. of the I/O port on this board. Required format: digital medium in a format accepted by the Company on the testing date. (See Annexe 1)

The scheme relating to the installation's earthing (optional).

Required format: digital medium in a format accepted by the Company on the testing date. (See Annexe 1)

The list of the equipment supplied by the company: description, reference, quantity. Required format: Excel file if the project declaration file used includes the list of products covered by the warranty.

A paper format can be exceptionally provided in Annexe 3 (End of project file 3/4).

This document duly signed by the Beneficiary and the Installer.

The Installer and the Beneficiary shall keep all documents relating to the installation for the duration of the Gigamedia Warranty.

CLAIM UNDER THE WARRANTY

In the event of a malfunction that it believes is due to the cabling, the Beneficiary must first inform the Installer.

The Installer undertakes to proceed as indicated below as soon as it receives a claim from the Beneficiary.

It must check, free of charge for the Company, that the system is properly designed, installed and maintained in accordance with the cabling standards applicable to commercial buildings, unless the Company's products manager has previously granted exceptions to these standards in writing.

If the problem persists, the Installer shall inform the Company, within a period of forty-eight hours, of all the claims under the Gigamedia Warranty.

The Company then conducts an investigation, first by telephone and then possibly with a visit on site. The Installer undertakes to provide all the information that the Company deems necessary for the establishment of a diagnosis and the beneficiary shall make available the reportedly defective components if necessary.

The Company has a period of one week to instruct an expert of its choice to visit the site in order to confirm or refute the involvement of the cabling in the malfunction and establish an accurate diagnosis of its causes.

If the causes established are unconnected to the cabling, the Company shall invoice this audit to the Beneficiary, which by accepting this warranty inseparably acknowledges the legitimacy of such invoicing, for a daily flat-rate amount established by the Company.

If the causes are attributable to the link, the Company has a period of one month to exchange, repair or refund the defective link components with products whose performance is at least equivalent. Otherwise, where the components and the installed link are unconnected with the malfunction, the Installer agrees that no corrective action will be covered by the terms and conditions of the Gigamedia Warranty without the Company's prior written permission.

Neither the Company nor the Installer may be held responsible for potential incidents such as the loss of data, time, profits, revenue or others related to the interruption of the network.

CHANGES

Any changes to the links as documented in the file must be submitted by the Installer to the Company. The Gigamedia Warranty may be applied to these changes with an end date equivalent to the initial date, after acceptance by the Company of addenda to the file relating to the cabling modification provided new acceptance testing is performed, sent to the Company and validated by it. If this is not the case, the link shall lose the benefit of the Gigamedia Warranty.

WARRANTY DISCLAIMER

The Company makes no warranty, express or implied (in particular, and not exhaustively, with respect to the saleable character and adaptation for the intended purposes), other than that which is expressly set out in the performance warranty section.

The fact that the Beneficiary does not make a claim for a component under the Gigamedia Warranty during the warranty period or within ten days after its expiration shall be deemed acknowledgement and compelling evidence that the link is in all respects as that guaranteed, and shall release the Company from any claim by the Beneficiary.

The Gigamedia Warranty is limited to the exchange of defective components, excluding any other compensation and additional costs. The costs arising from the installation or to the removal of cable trays, trunking, ceilings, walls and floors and drilling of walls are not covered by the Gigamedia Warranty.

THE GIGAMEDIA WARRANTY SHALL NOT APPLY:

- ❶. To a component or a link that has been improperly handled, or an installation or use that is not in accordance with the standard and/or the Company's instructions.
- ❷. To a component for which the traceability identifier has been lost or made illegible.
- ❸. To products installed in a way which does not conform to best industry practice and/or related standards.
- ❹. In the event of misuse of the products.
- ❺. Specifically to losses resulting expressly from an outside cause and in particular: fire or explosion, lightning, cyclone, floods, earthquake and other natural risks.
- ❻. In the event of any work being performed on the permanent link without the Company's prior agreement.
- ❼. To elements not included in the list of products communicated and accepted by the Company (see Annexe 3)
- ❽. To active products since they are not part of the passive cabling link.
- ❾. To equipment connectors and users

LIMITATION OF LIABILITY

By mutual agreement, the Beneficiary, the Installer and the Company agree that the Company's liability is limited to the replacement or repair of defective components in accordance with the terms specified in the "Warranty Disclaimer" section and its liability shall in no event be involved because of material or intangible, incidental, or consequential losses and, in particular, without this list being exhaustive, losses caused by the disappearance of data, or loss of time or profits or similar losses which may be caused by the loss or interruption of the use of a system.

The Beneficiary benefits in any event from the legal warranty against latent defects.

JURISDICTION

Any dispute arising between the Company and the Beneficiary falls within the exclusive jurisdiction of the Paris Commercial Court.

Made in 3 copies, of which one signed copy must be returned to the Company for registration and validation of the Warranty within 15 days of the date of signature shown below

Please note: The warranty agreement only becomes effective on receipt of all the necessary documents and validation by our services.