

DataVoice  
**PLUS** 25  
 25 YEARS SYSTEM WARRANTY

# WARRANTY DECLARATION

## 25 Years Extended Warranty

### Permanent Link / Channel Class I

according to EN 50173-x

from company: **Telegärtner Karl Gärtner GmbH** Lerchenstr. 35 D-71144 Steinenbronn  
 - hereafter referred to as "Telegärtner" -

#### 1. Subject of the warranty offer:

The subject of this warranty offer is the fulfilment of the electrical transmission characteristics of a Permanent Link Class I according to EN 50173-x with Telegärtner components and Telegärtner installation cable with the additional description "Cat.8.1" and "Cat.8.2". For all refers to standards it is understood, that the current and published versions at the day of installation are valid unless there is an refer to an explicit version.

#### 2. Warranty offer recipient:

The warranty offer is directed to the network operator (installation site of the Telegärtner components).

#### 3. Duration of the warranty offer:

The warranty offer is limited to a duration of 25 years, starting at the time when the Telegärtner components are installed for the first time at the network operator. The warranty offer expires at the latest 25 years and 6 months after the point of time when the Telegärtner components were delivered from the manufacturer's site.

#### 4. Conditions for the warranty offer:

- The Telegärtner components must be brand new and installed for the first time at the network operator.
- The tertiary transmission links must consist exclusively of Telegärtner products.
- The installation of the Telegärtner components must be performed according to the product's enclosed assembly instructions, must be carried out by skilled workmen and have to meet the requirements of ISO/IEC 14763-2.
- The fulfilment of the technical transmission requirements must be verified by a Permanent Link- or Channel- measurement test Class I after installation. The approved test instruments and test adaptors for this measurement are to be requested at Telegärtner or on our homepage [www.telegaertner.com](http://www.telegaertner.com). In a warranty case all original measurement test protocols shall be forwarded to Telegärtner on request.
- On installed links and/or on the Telegärtner components no alterations are allowed during the duration of the warranty offer.
- Product failure on a component caused by external influences (e.g. through acid, water, dirt, mechanical stress, wrongful installation or similar), especially violation of the instructed mating cycles (see data sheet) will not be covered by this warranty offer.

#### 5. Extent of the offered Channel/Permanent Link warranty:

- The technical transmission requirements of a Permanent Link- or Channel Class I according to EN 50173-x must not through the use of fall short of the above mentioned standard requirements during period of warranty.
- Telegärtner will by their own choice either replace or repair components which are in non-fulfilment of the under a) mentioned standard, if the non-fulfilment of the component is established to deficiency of the component design, materials or production. The offered warranty is explicitly limited to replacement or repair of the respective Telegärtner products. Any other costs such as, but not limited to, de-installation, installation, shipment, consequential damages due to network failure etc. are explicitly not covered by Telegärtner in this warranty offer.
- Telegärtner is in a warranty case also entitled to replace the claimed product with a newer product, which accordingly fulfils the same functionality to the full extent of the components to be replaced.

#### 6. Network operator's information obligations:

The network operator is obliged to give the following mandatory information in order to claim the warranty offer:

- After acceptance of the network, the network user must immediately fill out the Telegärtner warranty document and send this to Telegärtner.

**In the warranty document the network operator must specify the following minimum:**

- Name of the network operator (end-user) with address
- Name of the network planner with address
- Name of the installation company with address
- Part numbers of the installed Telegärtner components
- Part numbers of the installed installation cable

- In case of acceptance of the warranty offer, the network operator must inform Telegärtner in writing of a claim within 10 calendar days after its occurrence together with the Class EA measurement test protocols. At the request of Telegärtner the network operator must, within 7 days after delivery of the written claim, provide Telegärtner or an independent third party with the opportunity to inspect the claim on site. At the request of Telegärtner the network operator shall send the claimed components to Telegärtner at the network operator's own costs and risk.

#### 7. Regulation of the warranty offer and warranty demands:

If, and for as long as, claims of warranty from customers or third parties, which were delivered by the network operator, with respect to components, have not been barred by the statute of limitations, the warranty offer cannot be accepted by the network operator.

Claims based upon the warranty offer can only be accepted after the expiration of the limitation period for breach of warranty actions and provided that such limitation period has not been interrupted by any breach of warranty action filed by the network operator or another party.

#### 8. Applicable law:

All legal obligations based on the ground of this warranty offer shall be governed by the law of the Federal Republic of Germany. The UN Sales Law is explicitly excluded.

#### 9. Language of the warranty offer:

For the interpretation of the warranty offer, only the German version is relevant. Translations of this warranty offer in other languages serve information purposes for the recipients only.

#### 10. Place of jurisdiction:

Jurisdiction for all disputes arising from or in connection with this warranty offer is exclusively 71144 Steinenbronn, Federal Republic of Germany, as long as the network operator is not a company within the Federal Republic of Germany and is not a "Vollkaufmann" according to the Sales Law of the Federal Republic of Germany.

Signature Telegärtner

Telegärtner Karl Gärtner GmbH  
 Steinenbronn, October 2018