



TELE-FONIKA CABLE AMERICAS

## Product Warranty

Tele-Fonika Cable Americas, a wholly owned subsidiary of Tele-Fonika Cable SA, warrants the cable will:

- ❖ Be free from defects in material and workmanship
- ❖ Conform fully to published Tele-Fonika specifications, or to the specifications as otherwise agreed and confirmed by Tele-Fonika in writing
- ❖ Meet all applicable independent governing standards required for the listing and for the intended application

**WARRANTY DURATION – WARRANTY PERIOD IS 12 MONTHS FROM DATE OF INSTALLATION NOT TO EXCEED 18 MONTHS FROM DATE OF TELE-FONIKA INVOICE**

### Warranty Conditions

- Liability covers only defects inherent in the product.
- Product installation and claim must have been completed prior to the expiration of the warranty period.
- User must resolve all non related causes prior to claim.
- User must provide verification that products received proper transporting, storing, placing and installation in accordance with generally accepted methods provided for in standards, electrical codes and trade procedures, with respect to the purpose of the product specified by the manufacturer.
- Cable repair or replacement will be performed only after TFCA has reviewed and verified the claim prior to removal, replacement or repair of defective product.
- In instances of a groundless warranty claim, customer shall be obliged to pay the costs incurred by the Warrantor. A groundless warranty is defined as a situation where the defect does not exist or the defect has been created by conditions not related to the product.

### Claim Procedure

- Claim must have accompanying documentation proving product purchase related to the warranty including quantity, packing slip, place and date of purchase.
- Warranty claim must be conveyed to the immediate supplier of the product or to Warrantor if supplied directly.
- Warranty claim must contain a description of the revealed defect.
- If claim is prior to installation, the user must provide a sample of the defective product to the Warrantor.
- If claim is after installation user shall provide the Warrantor free and easy access to the product.
- User must properly secure the product or place of installation where the defects are revealed and let the Warrantor inspect the product and all receiving and installation documents.
- The warranty notice shall be directed at the following address:

Tele-Fonika Cable Americas Corp.

16310 W Prologis Pkwy

Lockport, IL. 60441, US

630-406-9000

### Warranty Remedy

- Upon an accepted warranty claim the company will repair or replace the defective product at its discretion.
- Upon an accepted warranty claim the defective product shall be the property of the Warrantor and returned.

### Warranty Exclusions

- Warranty does not cover non-related products or causes.
- Warranty does not cover using a product not in accordance to its designed purpose, features or rules of use.
- Warranty does not cover any repairs, adaptation or changes in construction performed by persons other than Warrantor.

### Warranty limitations

This warranty is exclusive and in lieu of all other warranties, whether express or implied, or statutory, including, but not by way of limitation, any warranty of merchantability or fitness for any particular purpose, non-infringement or any other matter. The remedies provided for in the preceding paragraphs shall constitute the sole recourse of end-user against Tele-Fonika Cable for breach of any obligations to end-user, whether the claim is made in tort or in contract, including claims based on breach of warranty, negligence, strict liability, fraud, misrepresentation, or otherwise. In no event shall Tele-Fonika Cable be liable for special, indirect, incidental or consequential damages (regardless of the form of action, whether in contract or in tort, including negligence), including, without limitation, lost profits or economic damage arising out of the failure. Nor shall the liability of Tele-Fonika Cable for any claims or damage arising out of or connected with this warranty or the manufacture, sale, delivery, installation or use of the products exceed the purchase price of the products and the installation.

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