

Datacom Product Stated Warranty

Warranty Statement

PLEASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. THIS LIMITED WARRANTY CONTAINS A MANDATORY ARBITRATION CLAUSE WITH A CLASS ACTION WAIVER.

BY USING YOUR TITANIUM TECHNOLOGIES PRODUCT OR ACCESSORY, YOU AGREE TO THE LIMITED WARRANTY, INCLUDING THE MANDATORY ARBITRATION CLAUSE AND CLASS ACTION WAIVER BELOW.

Subject to the limitations and conditions set forth herein, Titanium Technologies (the “Company”) warrants to the original buyer/owner (the “End-User”) that the Titanium Technologies products in Table 1 below as updated from time to time be free from defects in material and workmanship.

Warranty Program Durations

During the warranty period, Titanium Technologies will repair or replace any defective products with the same or equivalent products. The warranty period begins on the date the product(s) were received by the End-User. This is a parts-only warranty and does not include labor.

Table 1: Titanium Technologies Datacom Products Covered and Warranty Period

| Item | Cat 3 | Cat 5e | Cat 6 | Cat 6 _A | Other |
|-----------------------|--------|----------|----------|--------------------|--------|
| Bulk Cable | | Lifetime | Lifetime | Lifetime | |
| Faceplates | | | | | 1 Year |
| Keystone Jacks | 1 Year | 2 Years | 2 Years | 2 Years | |
| Patch Cable | | Lifetime | Lifetime | Lifetime | |
| Patch Panel | | 10 Years | 10 Years | 10 Years | |
| Surface Boxes | | | | | 1 Year |

Warranty Application and Claims Procedure

For the warranty to apply, the End-User must promptly notify Titanium Technologies of any warranty claim, provide the date of purchase and include proof of purchase.

Warranty Exclusions

This Warranty does not cover:

1. Products damaged in the process of being installed;
2. Products not specifically designated by Titanium Technologies;
3. Titanium Technologies products not supplied directly by Titanium Technologies or through channels approved by Titanium Technologies;
4. Defects resulting from an improper design / application, installation, use, maintenance, repair, or any alterations, misuse, neglect, accident or abuse, or otherwise damaged by the End-User;

5. Deterioration due to normal wear and tear or aging or damage caused by outside natural occurrences, such as lightning, fire, floods, acts of nature, or the like;
6. Damage caused by moisture, corrosion, power surges, electro-magnetic interference (EMI) or radio frequency interference (RFI) shall not constitute a defect in materials or workmanship.

Warranty Limitations

THIS WARRANTY IS NOT ASSIGNABLE.

TO THE EXTENT PERMITTED BY LAW, AND SUBJECT TO ITEMS BELOW, THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESS, IMPLIED OR STATUTORY AND THE REMEDIES PROVIDED FOR IN THE PRECEDING PARAGRAPHS CONSTITUTE THE SOLE RECOURSE OF THE END-USER AGAINST TITANIUM TECHNOLOGIES AND TITANIUM TECHNOLOGIES' AUTHORIZED DISTRIBUTORS/DEALERS FOR BREACH OF ANY OBLIGATIONS TO THE END-USER WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY WHATSOEVER. TITANIUM TECHNOLOGIES LIMITS THE DURATION AND REMEDIES OF ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS TO THE DURATION OF THIS LIMITED WARRANTY.

TO THE EXTENT PERMITTED BY LAW, THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH EXTEND BEYOND THE STATED WARRANTY. TO THE FULL EXTENT PERMITTED BY LAW, IN NO CASE SHALL TITANIUM TECHNOLOGIES BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF ELECTRONICALLY STORED INFORMATION (ESI), LOSS OF PRIVACY, LOST PROFITS OR COMMERCIAL LOSS, BUSINESS INTERRUPTION AND LOSS OF CONFIDENTIALITY, ARISING OUT OF OR RELATING IN ANY WAY TO THE PRODUCT AND/OR BREACH OF THIS OR ANY OTHER WARRANTY OR CONDITION, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY TITANIUM TECHNOLOGIES' OWN NEGLIGENCE OR FAULT AND EVEN IF TITANIUM TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. NOTWITHSTANDING THE FOREGOING AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, THE ENTIRE LIABILITY OF TITANIUM TECHNOLOGIES UNDER ANY PROVISION OF THIS LIMITED WARRANTY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE END-USER FOR THE PRODUCT.

WITHOUT LIMITING THE "WARRANTY EXCLUSIONS" ABOVE, IN NO EVENT SHALL TITANIUM TECHNOLOGIES OR ITS APPROVED DISTRIBUTORS OR CERTIFIED INSTALLERS 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 OF THE PRODUCT(S). THE LIABILITY OF TITANIUM TECHNOLOGIES AND ITS APPROVED DISTRIBUTORS IN RESPECT OF ANY CLAIM OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS WARRANTY OR THE MANUFACTURE, SALE, DELIVERY, INSTALLATION OR USE OF THE PRODUCT(S) WILL NOT EXCEED THE TOTAL OF THE PURCHASE

PRICE OF THE PRODUCT(S). CONSEQUENTLY, TITANIUM TECHNOLOGIES SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON ANY CLAIM AT ALL INCLUDING A CLAIM THAT THE PRODUCT FAILED TO GIVE WARNING.

If Titanium Technologies breaches any condition or warranty implied in favor of the End-User, by any other applicable law which cannot lawfully be excluded, then to the extent permitted by applicable law the liability of Titanium Technologies to the End-User is limited to:

1. The replacement of the goods or the supply of equivalent goods;
2. The repair of the goods;
3. The payment of the cost of replacing the goods or of acquiring equivalent goods; or
4. The payment of the cost of having the goods repaired, at the election of Titanium Technologies.

[Jurisdiction and Choice of Law](#)

This Warranty will be governed by, subject to, and interpreted according to the laws of the State of Michigan without regard to its conflict of law rules. Parties agree to be subject to the personal jurisdiction of the Circuit Court of Oakland County, Michigan, which shall be the exclusive venue for any judicial proceeding relating to enforcement of any arbitration award or any request for injunctive relief pending arbitration, except that judgment on an arbitration award may be entered in any court having jurisdiction thereof.

[Arbitration of Disputes](#)

Any controversy or claim between the End-User, on the one hand, and the Company, on the other hand, in any way arising out of, related to, or connected with this Warranty be resolved exclusively by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event of such arbitration, unless otherwise required by law, the Titanium Technologies and the End-User will each pay one-half of the costs and expenses of such arbitration and each will separately pay their respective counsel fees and expenses. Notwithstanding any provision in this section, neither party will be prohibited from seeking injunctive relief as necessary to maintain the status quo pending an arbitration proceeding regarding the breach or threatened breach of any confidentiality obligations owed to the other party.

[No Class Arbitrations, Class Actions or Representative Action; Waiver](#)

The End-User and Titanium Technologies agree that any dispute arising out of or related to this Limited Warranty, is personal to the End-User and Titanium Technologies and that such dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. The End-User and Titanium Technologies agree that there will be no class arbitration or arbitration in which an individual attempt to resolve a dispute as a representative of another individual or group of individuals. Further, The End-User and Titanium Technologies agree that a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.