



## Phy-FiXX Component and Software Warranty Coverage

- ▶ This warranty covers Phy-FiXX components and Software , including scanners, panels, terminators and any other component connecting hardware and Software within the Phy-FiXX system (hereinafter : "Phy-FiXX Components").
- ▶ The Supplier does not warrant that the Phy-FiXX software components shall be error free.
- ▶ Warranted Phy-FiXX hardware components (i.e., scanners, panels, terminators and or any other hardware component within the Phy-FiXX system) shall be free from defects in material and workmanship for a period of twelve (12) months following the manufacturing date.
- ▶ All warranties shall be subject to the installation, operation and maintenance practices, testing and environmental conditions described in the relevant standards and HCS manuals.
- ▶ This warranty is void in case the INCREMENTAL INSTALLATION & TESTING PROCEDURE is not followed & documented properly.
- ▶ The HCS sole liability shall limited to the costs of the Phy-FiXX components. HCS shall not be liable for any other costs, including but not limited to costs associated with components fault diagnosis, rectification and installation labor.

## HCS Definitions

- ▶ Phy-FiXX Components must be HCS approved passive connectivity and software products. Any active equipment, public network interface, or terminal equipment are not covered by this Warranty.
- ▶ The Phy-FiXX Components must be installed and commissioned by an authorized HCS Certified Installer.
- ▶ All equipment used in the installation must be installed and tested in full compliance to the practices specified in the HCS Manuals, according to relevant standards and with full compliance with the registered category performance.
- ▶ The entire system must be installed according to the INCREMENTAL INSTALLATION & TESTING PROCEDURE, detailed below.

## HCS Performance Commitment

- ▶ In case an Phy-FiXX Components fails to comply with any of the warranted parameters an HCS expert will evaluate the HCS responsibilities under this warranty and provide the remedies promised herein. Any such repair or replacement shall be warranted under the terms of this warranty. In case an HCS Component is proved to be defective it will be replaced at no cost to the end user
- ▶ The HCS Component Warranty is void in case the INCREMENTAL INSTALLATION & TESTING PROCEDURE is not followed & documented properly.

## Warranty Limitations

- ▶ This warranty is not applicable to any Phy-FiXX software bugs and errors.
- ▶ This warranty do not cover and will not be applicable to any phy-fixx system that is connected to active equipmet such as switch , PC , and or any other switcing device ,or user device or any other device connected to the phy-fixx system that is not competible with the phy-fixx system limitation.
- ▶ Only the repair or replacement of elements in a Certified HCS network by HCS or by its designated Certified Installer is provided under this warranty.
- ▶ This warranty is limited to the original end user for whom it was installed and is not transferable and is valid for period of 12 month from the date the Phy-FiXX hardware components were sold by HCS
- ▶ This warranty is only applicable to the transmission properties and applications of the category, standard or draft standard to which the warranted channels or links were tested to, as indicated in the specific warranty. Updates, modifications and revisions of standards published after the date of testing may not be retroactively applied to this warranty.
- ▶ This warranty is only applicable to Channels and Links that were tested & reported. Failed or non-tested Links or Channels are automatically excluded from the warranty. Channel warranty is not applicable to Link warranty and vise-versa.
- ▶ HCS makes no other representation or warranty of any other kind, expressed or implied with respect to the components sold hereunder, whether as to merchantability, fitness for a particular purpose or any other matter. The limited warranty specified herein, states the exclusive and sole remedy for any breach of warranty by, or any defects in, the products, and is in lieu of all other warranties, express, implied or statutory. Under no circumstances or conditions shall the HCS be liable or responsible for any claim of any buyer for costs, expenses, direct or consequential damages due to the use or misuse of the HCS products.
- ▶ This warranty does not cover failure of any Phy-FiXX Components resulting from software errors and actions or events beyond the control of HCS including, without limitation, unauthorized or improper repairs, modifications, misuse, accidents, fire, water damage, and acts of God.
- ▶ This warranty does not include modular cords and terminated work-area cables.
- ▶ This warranty shall be expanded only to the extent required by applicable local law.
- ▶ The HCS sole liability relevant to the Phy-FiXX Components Warranty is limited to the costs of the Phy-FiXX Components. HCS shall not be liable for any other costs, including but not limited to costs associated with components fault diagnosis, rectification and installation labor.

## HCS INCREMENTAL INSTALLATION & TESTING PROCEDURE

Each and every HCS site shall be installed according to the INCREMENTAL INSTALLATION & TESTING PROCEDURE, as follows:

1. In any new installation, first install 20-30 links, terminate them and test them as Permanent Links.  
In cases where the termination stage is done later, the installer shall temporarily terminate the links with HCS keystone jacks having the same Category as the horizontal cable.
2. Review all the results carefully and verify that all parameters, including but not limited to RL & NEXT, pass with margins of 3 dB minimum over the standard requirements.
3. If all results provide 3dB minimum margin in all parameters you may continue the installation, installing 50 links at a time and testing at least 10% of links installed (5 links minimum in every 50 link batch).
4. In case any link shows margins smaller than of 3 dB stop the installation and check for the reason.  
If you cannot find the reason please contact HCS for assistance.  
The installation process must not continue until the source of problem is found and all results obtained are above the 3dB minimum margin.  
In any case of doubt, question or problem please contact HCS headquarters for further instruction.
5. All the above pilot tests shall be saved properly, indicating all the relevant details, including time, date and site name, and shall be sent to HCS headquarters for inspection.

The Phy-FiXX Components are not designed, manufactured or intended for use, and should not be used or sold or resold for use, in any applications requiring fail-safe performance of the Phy-FiXX Components and/or in which a malfunction or a failure of the Phy-FiXX Components could lead to personal injury or death, or serious physical or environmental damage, including but not limited to applications such as (a) life support machines or other life preserving medical devices or systems; (b) air traffic control or aircraft navigation or communication systems; OR (c) control equipment for nuclear facilities (Collectively, "Restricted Uses"). All Restricted Uses of the Phy-FiXX Components are strictly prohibited and shall automatically void any warranties or indemnities provided by HCS, and release HCS from any obligation to provide any support with respect to such Phy-FiXX Components.

THE LIMITED WARRANTIES SET FORTH ABOVE SHALL NOT APPLY TO THE EXTENT THAT FAILURE OF THE PHY-FiXX COMPONENTS, PRODUCTS OR THE PRODUCT SOFTWARE COMPONENTS IS DUE TO CUSTOMER/END USER MODIFICATION OR ALTERATION OF THE PRODUCTS WITHOUT HCS'S WRITTEN CONSENT OR FROM ANY ACCIDENT, ABUSE, UNAUTHORIZED USE OR MISAPPLICATION. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, THE PHY-FiXX COMPONENTS ARE PROVIDED, AND THE PHY-FiXX COMPONENTS ARE LICENSED, "AS IS", AND HCS DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY WARRANTY INCLUDED IN THE DOCUMENTATION PROVIDED TO THE CUSTOMERS/END USERS (INCLUDING SUCH DOCUMENTATION REVIEWED BY HCS). FURTHERMORE, HCS DOES NOT PROVIDE ANY WARRANTY AS TO THE PHY-FiXX SOFTWARE COMPONENTS, INCLUDING WITH RESPECT TO BUGS, ERRORS OR OTHER MALFUNCTIONS OF THE PHY-FiXX SOFTWARE COMPONENTS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS WARRANTY. CUSTOMER/END USER ACKNOWLEDGES THAT THE PHY-FiXX SOFTWARE COMPONENTS MAY INCLUDE BUGS AND OTHER ERRORS.

In no event shall HCS's cumulative liability for all claims of whatever kind, in the aggregate, whether such claims are based in contract, indemnity, warranty, tort or otherwise, arising under or in connection herewith, exceed the sum of the total amounts paid by the customer/end user to HCS with respect thereto.

In no event shall HCS be liable for any special, exemplary, indirect, incidental or consequential damages (including loss of use, data, business, revenues, profits or other economic advantage), however caused, arising under or in connection herewith, even if HCS has been advised of the possibility or probability of such damages or that such damages were foreseen, and even if any exclusive remedies provided herein fail of their essential purpose. Without derogating from the above said, in no event shall HCS be liable for any unforeseen damages.

This warranty shall be governed by and construed under the laws of the State of Turkey.

**Rev. 5/10 Date 7 April 2010**