# System Warranty

# The Fiber Access MATRIX System



Hexatronic MATRIX is a system for installation of fiber optic access networks. MATRIX is a complete end-to end system including cabling infrastructure and network materials.

# **MATRIX System Warranty**

**Hexatronic** warrants the functionality of the delivered MATRIX system and its relevant optical specifications for a time of **20 years** in accordance with the following.

Following registration, the warranty can be granted to the holder of a MATRIX system if the following conditions are met:

- A MATRIX *certified installer* must do or supervise the installation.
- The installation is done according to the installation instructions and recommendations for the applicable Hexatronic products

- All *passive products* for the installation are delivered by **Hexatronic.**
- The cables and fiber units are installed with the Hexatronic fiber *installation tools*
- The system is registered as required

## **Registration Procedure**

If the above conditions are met, an application for the warranty is sent to **Hexatronic** or its representative (who also holds the application forms) upon completion of a project. If approved, **Hexatronic** will issue a warranty certificate with site data and date of validity.

### Warranty Claim Procedure

If the optical performance is not up to standards for the purpose which it where initially supplied due to defects in the product or workmanship, a special warranty claim form should be filled in and provided to **HEXATRONIC**. The form is handed from **HEXATRONIC** or its representative and will serve both within **HEXATRONIC** internal quality process and as the basis on handling the warranty claim.

**HEXATRONIC** will then decide whether to grant a remedy for the defect. The warranty is however only valid for the product and its functionality and not for damages caused outside the product, faulty handling or procedures outside **HEXATRONIC's** control.

Please note that this description is a summary. The detailed and complete conditions of the warranty is explained on the following page.

#### Hexatronic MATRIX System Warranty

Hexatronic Cables & Interconnect Systems AB ("HEXATRONIC") warrants the functionality of the delivered MATRIX system and its relevant optical specifications for a time of 20 years in accordance with the following.

#### CONDITIONS OF APPROVAL

Following registration, the warranty can be granted to the holder of a MATRIX system if the following conditions are met:

- A MATRIX certified installer<sup>1</sup> must do or supervise the installation;
- The installation is done according to the installation instructions and recommendations for the applicable Hexatronic products;
- All passive products<sup>2</sup> for the installation are delivered by HEXATRONIC or by another company within Hexatronic Group; and
- The cables and fiber units are installed with the Hexatronic fiber installation tools.

1. Certified installer and number of certified installers: A certified installer is a person that has participated in the certification training and passed the assessment test held by Hexatronic or by an appointed Hexatronic training party. The certification must be renewed in intervals defined by **HEXATRONIC**. Currently the renewal period is 3 years.

Every team with up to 8 people shall have at least one certified person. If the team consist of more than 8 people, at least one certified person per 8 people is required. The certified installers in the team shall ensure that the team performs the installation professionally, according to the certification training and according to Hexatronic installation instructions.

Example: If the team consist of 2 people (common when installing air blowing of fibers), at least one of these two people must be certified. If the team consists of 9 people (common when doing civil works for duct installation), at least two of the team members must be certified.

In case of a warranty claim, sufficient evidence that certified installers have been used must be provided to Hexatronic.

#### Products:

The warranty is valid for a site installation with a passive Fiber To The Home (FTTH) networks or similar architecture that is built entirely with products from **HEXATRONIC**. If functionality is required that is not offered by **HEXATRONIC**, replacement products from any company within the Hexatronic Group is allowed. If products outside the Hexatronic Group must be used for the installation, these must be approved in advance by **HEXATRONIC** and also noted in the warranty registration.

#### 3. Installation Tools:

Cable and fiber Installation tools from **HEXATRONIC** shall be used in the installation. If a suitable tool is not available from **HEXATRONIC**, then a third-party tool recommended by **HEXATRONIC** shall be used.

#### **REGISTRATION PROCEDURE**

If the conditions of approval are met, an application for the warranty shall be sent to **HEXATRONIC** or its representative (who also holds the application forms) upon completion of a project. **HEXATRONIC** or its representative has the right to inspect the site for the system warranty before approval. If the holder of the MATRIX system is approved for the warranty, a warranty certificate is then issued with reference number, site data and date of validity. The starting date of the warranty is the date of acceptance as stated in the application form, but not later than one year after the main delivery or as the date of the first fiber delivery, agreed as appropriate for the project. The application and approval are stored by **HEXATRONIC**.

#### WARRANTY CLAIM PROCEDURE

If the optical performance is not up to standards for the purpose which it where initially supplied due to defects in the product or workmanship, a special warranty claim provided by **HEXATRONIC** form should be filled in.

HEXATRONIC may, upon its own choice, grant a remedy for the detection if:

- the holder of the warranty certificate itself makes a warranty claim within the system warranty period stated in the certificate:
- the claim is sent to HEXATRONIC or its representative in a special warranty form, including a copy of an acceptance test or similar document showing the original installation loss data of the individual fibers, without undue delay from the time the defect was, or should have been detected;
- HEXATRONIC or its representative, upon request, has been able to inspect the claimed defect; and
- the holder of the warranty has provided (i) HEXATRONIC with further information reasonably requested by HEXATRONIC; (ii) sufficient evidence showing that the conditions of approval has been fulfilled and that any exception<sup>4</sup> is not at hand.

The form will serve both within **HEXATRONIC**' internal quality process and as the basis on the decision of compensation. **HEXATRONIC** shall as soon as possible, after having received compete information as of above, without unreasonable delay, approve or reject a warranty claim.

If a warranty claim is approved, **HEXATRONIC** will at its own choice repair or replace all faulty material or give corresponding compensation for the defect product. **HEXATRONIC** can under no circumstances be held liable or responsible for any claim for costs (including installation costs), expenses, loss of profit including loss of goodwill or any consequential or incidental damage beyond the price of the defect product cost. No charge for labor or other expense required will be allowed. **HEXATRONIC** or its representative has the right to correct a defect on site and also keep the faulty material.

A replaced product will be under the original warranty period thus replacing the faulty system part. If the system is extended during the warranty period, the original system warranty time period applies.

If a claim proves to be false **HEXATRONIC** has the right to charge the warranty owner costs for faultfinding in connection with the site visit.

**HEXATRONIC** total maximum liability under this warranty shall be limited to 30 % of the total price paid for the MATRIX system.

#### 4. Exceptions

The warranty is only valid for the product and its functionality and not for damages caused outside the product, faulty handling or procedures outside of **HEXATRONIC** control such as (but not limited to):

- The products have been improperly stored or transported;
- Fire, extreme acts of nature (like earthquakes, flooding etc.), vandalism or accidents, war (or warlike acts), or any other similar abnormal situations;
- The products have been altered, misused or been subject to unauthorized repair;
- The installation has been modified by other than certified installer,
- Failure to comply with normal maintenance procedures or other instructions regarding the handling and maintenance of the product provided by HEXATRONIC or its representative;
- The product has been exposed to aggressive contaminants outside the recommendations in the installation instructions including but not limited to acid, alkaline solutions, organic reagents or radiation; and
- The product has been overburdened or in any other way used incorrectly.