



Standard Warranty

Except as otherwise provided in this clause, to the maximum extent permitted by law, all conditions, warranties, representations, liabilities and obligations, whether implied or imposed by statute or otherwise, in respect of the supply of Product, including any conditions or warranties as to merchantability, fitness for purpose or correspondence with description, are excluded and all liability for loss or damage, whether consequential or otherwise.

4Cable TV warrants from the Date of Invoice to Customer that Product bearing the 4CABLE TV name will substantially conform to 4CABLE TV specification in effect as of the Date of Invoice and will be free from substantial defects in material and workmanship under normal use (within published specifications), given proper installation and maintenance, for the specified Warranty Period for the Product. 4Cable TV further warrants to Customer that all Services performed by 4CABLE TV for Customer will be provided in a workmanlike manner. Warranty of 4CABLE TV Standard Software is set forth in the software license.

Customer must promptly notify 4CABLE TV of any claimed defect in the Product and/or Services. 4CABLE TV or its authorized agent may inspect the Product or workmanship on Customer's premises. Product returned to 4CABLE TV under Warranty Period must be shipped prepaid by Customer.

4CABLE TV shall, at its expense, correct any defect in material and workmanship in Products manufactured by 4CABLE TV which may appear within the Warranty Period. 4CABLE TV MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER.

The 4CABLE TV warranty shall not cover components subject to normal wear and tear, such as fuses, batteries, and lamps and items subjected to high voltage.

PRODUCT AND SERVICES WARRANTY LIMITATIONS

4CABLE TV's entire liability and Customer's exclusive remedy whether in contract, tort or otherwise, for any claim related to or arising out of breach of the warranty covering Product or Services shall be correction of defects by repair, replacement, reperformance of service or credit, at 4CABLE TV's discretion. Refurbished Product may be used to repair or replace the Product. Customer shall have no claim to Product which was replaced or the components therein which were replaced. Third party equipment (non-4Cable TV products) will only be warranted under the conditions of the supplier and the warranty shall not exceed 24 months from the Date of Invoice. 4CABLE TV does not warrant that the operation of the Product will be uninterrupted or error-free. Similarly, 4CABLE TV does not warrant that the functions of the Product will meet Customer's requirements or that the Product will operate in combination with other products selected by Customer for its use.

If the product under warranty is a product upgrade the warranty shall be for the upgraded portion and parts only. Any other parts in the unit are not covered under 4Cable TV's warranty.

4CABLE TV assumes no liability with respect to (a) defects caused by modification, repair, installation, operation or maintenance except as described in 4CABLE TV's documentation; or, (b) negligent or other improper use of the Product; or, (c) failure caused by high voltage.

4CABLE TV assumes no liability for Product or Services furnished by Customer nor does this warranty cover any copy of or update to any user manual for the Product.

No agent, distributor, or representative is authorized to make any warranties on behalf of 4CABLE TV or to assume for 4CABLE TV any other liability in connection with any Product or Services.

After warranty work is preformed, the warranty time does not extend but stays the same as the original warranty period.

Unless specifically declared in writing the warranty period for repairs preformed by 4Cable TV shall be a period not to exceed 90 days and only the portion of the unit repaired and the parts replaced are covered by the warranty.