

Limited Warranty

MOTOROLA COMMUNICATIONS PRODUCTS

Purchased in the United States and Canada

I. What This Warranty Covers

- **Products.** Defects in materials and workmanship in wireless cellular telephones, pagers, and/or two-way radios, and certain accessories that are sold with them, such as the battery, battery charger, and holster manufactured and/or sold by MOTOROLA.
- **Batteries.** Defects in materials and workmanship in batteries that are manufactured by MOTOROLA and/or sold with Products are covered by this warranty only if the fully-charged capacity falls below 80% of rated capacity or they leak.
- **Software.** Physical defects in the media that tangibly embodies each copy of any software supplied with the Products.

II. What the Period of Coverage Is

From the date the Products are purchased by the first end-user:

- **Products.** The warranty is for one year.
- **Software.** The warranty is for 90 days.

- **Repairs/Replacements.** The warranty is for the balance of the original warranty or for 90 days from the date you receive it, whichever is longer.

III. Who is Covered

This warranty extends to the first end-user purchaser only.

IV. What We Will Do to Correct Warranty Problems

At no charge to you, we have the option to repair or replace the Products or software that do not conform to the warranty, or to refund the Products' purchase price. We may use functionally equivalent reconditioned/refurbished/pre-owned or new Products or parts. No software updates are provided.

V. How to Obtain Warranty Service or Other Information

USA	Two-Way Radios 1-800-448-6686
Canada	All Products 1-800-461-4575
TTY	TTY 1-888-390-6456
For Accessories and Software , please call the telephone number designated above.	

You will receive instructions on how to ship the Products to MOTOROLA. You must ship the Products to us with freight, duties and insurance prepaid. Along with the Products you must include: (a) a copy of your receipt, bill of sale or other comparable

proof of purchase; (b) a written description of the problem; (c) the name of your service provider (if this Product requires subscription service); (d) the name and location of the installation facility (if applicable) and, most importantly; (e) your address and telephone number. If requested, you must also return all detachable parts such as antennas, batteries and chargers. **RETAIN YOUR ORIGINAL PROOF OF PURCHASE.**

We will ship repaired or replacement Products at our expense for the freight and insurance, but at your expense for any duties. If additional information is needed, please contact us at the telephone number listed on page 30.

VI. What This Warranty Does Not Cover

- Products that are operated in combination with ancillary or peripheral equipment or software not furnished by MOTOROLA for use with the Products (“ancillary equipment”), or any damage to the Products or ancillary equipment as a result of such use. Among other things, “ancillary equipment” includes batteries, chargers, adaptors, and power supplies not manufactured or supplied by MOTOROLA. Any of these voids the warranty.
- Someone other than MOTOROLA (or its authorized service centers) tests, adjusts, installs, maintains, alters, modifies, or services the Products in any way. Any of these voids the warranty.
- Rechargeable batteries that: (a) are charged by other than the MOTOROLA approved battery charger specified for charging such batteries; (b) have any broken seals or show evidence of tampering; (c) are used in equipment other

than the Product for which they are specified; or (d) are charged and stored at temperatures greater than 60 degrees centigrade. Any of these voids the warranty.

- Products that have: (a) serial numbers or date tags that have been removed, altered, or obliterated; (b) board serial numbers that do not match each other, or board serial numbers that do not match the housing; or (c) nonconforming or non-MOTOROLA housings or parts. Any of these voids the warranty.
- Defects or damage that result from: (a) use of the Products in a manner that is not normal or customary; (b) improper operation or misuse; (c) accident or neglect such as dropping the Products onto hard surfaces; (d) contact with water, rain, extreme humidity, or heavy perspiration; (e) contact with sand, dirt or the like; or (f) contact with extreme heat, or spills of food or liquid.
- Physical damage to the surface of the Products, including scratches, cracks, or other damage to a display screen, lens, or other externally exposed parts.
- Failure of Products that is due primarily to any communication service or signal you may subscribe to or use with the Products.
- Coil cords that are stretched or that have any broken modular tabs.
- Products that are leased.

Flat-rate repair rates may apply to Products not covered by this warranty. To obtain information about Products needing repairs that are not covered by this warranty,

please call the telephone number previously listed. We will provide information on repair availability, rates, methods of payment, where to send the Products, etc.

VII. Some Other Limitations

This is MOTOROLA's complete warranty for the Products, and states your exclusive remedies. This warranty is given in lieu of all other express warranties. Implied warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, are given only if specifically required by applicable law. Otherwise, they are specifically excluded.

No warranty is made as to coverage, availability, or grade of service provided by the Products, whether through a service provider or otherwise.

No warranty is made that the software will meet your requirements or will work in combination with any hardware or applications software products provided by third parties, that the operation of the software products will be uninterrupted or error free, or that all defects in the software products will be corrected.

In no event shall MOTOROLA be liable, whether in contract or tort (including negligence) for damages in excess of the purchase price of the Product, or for any indirect, incidental, special or consequential damages of any kind, or loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of or in connection with the ability or inability to use the Products, to the full extent these damages may be disclaimed by law.

VIII. Patent and Software Provisions

At MOTOROLA's expense, we will defend you, and pay costs and damages that may be finally awarded against you, to the extent that a lawsuit is based on a claim that the Products directly infringe a United States patent. Our obligation is conditioned on:

- A. you notifying us promptly in writing when you receive notice of the claim;
- B. you giving us sole control of the defense of the suit and all negotiations for its settlement or compromise; and
- C. should the Products become, or in Motorola's opinion be likely to become, the subject of a claim of infringement of a United States patent, you permit us, at our option and expense, either to: procure for you the right to continue using the Products; replace or modify them so that they become non-infringing; or grant you a credit for such Products, as depreciated, and accept their return. The depreciation will be an equal amount per year over the lifetime of the Products, as established by MOTOROLA.

MOTOROLA will have no liability to you with respect to any claim of patent infringement that is based upon the combination of the Products or parts furnished under this limited warranty with ancillary equipment, as defined in VI.

This is MOTOROLA's entire liability with respect to infringement of patents by the Products.

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