



# Motorola Communication Products Limited Warranty & Liability

## I. What This Warranty Covers And For How Long:

MOTOROLA ELECTRONICS PTE LTD ("MOTOROLA") warrants the MOTOROLA manufactured TWO-WAY RADIO Products listed below ("Product") against defects in material and workmanship under normal use and service for a period of time from the date of purchase as scheduled below:

<i>TWO-WAY RADIO Mobile and Portable Units</i> .....	<i>Two (2) Years</i>
<i>Product Accessories (including battery, antenna, charger, belt clip etc.)</i> .....	<i>One (1) Year</i>

MOTOROLA, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it (with a new or reconditioned Product), or refund the purchase price of the Product during the WARRANTY PERIOD provided it is returned in accordance with the terms of this warranty. Replaced parts or boards are warranted for the balance of the original applicable WARRANTY PERIOD. All replaced parts of Product shall become the property of MOTOROLA.

This express limited warranty is extended by MOTOROLA to the original end user purchaser only and is not assignable or transferable to any other party. This is the complete warranty for the Product manufactured by MOTOROLA. MOTOROLA assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of MOTOROLA. Unless made in a separate agreement between MOTOROLA and the original end user purchaser, MOTOROLA does not warrant the installation, maintenance or service of the Product.

MOTOROLA cannot be responsible in any way for any ancillary equipment not furnished by MOTOROLA which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment, and all such equipment is expressly excluded from this warranty.

Because each system which may use the Product is unique, MOTOROLA disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

## II. General Provisions:

This warranty sets forth the full extent of MOTOROLA'S responsibilities regarding the Product. Repair, replacement or refund of the purchase price, at MOTOROLA'S option, is the end user purchaser's sole exclusive remedy.

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THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

### **III. What This Warranty Does Not Cover:**

- A) Defects or damage resulting from use of the MOTOROLA Product in other than its normal and customary manner.
- B) Defects or damage occurring from misuse, abuse, accident, corrosion, fire, liquid intrusion, or neglect.
- C) Defects or damage from improper or unauthorized testing, operation, maintenance, service, repair, installation, alteration, modification, or adjustment.
- D) Breakage or damage to antennas unless caused directly by defects in material or workmanship.
- E) MOTOROLA Product that has not been operated in accordance with the procedures described in the operating instructions.
- F) MOTOROLA Product that has been subjected to unauthorized modifications, tampering, disassembly, use of non-genuine accessories or batteries or repairs (including the addition to the MOTOROLA Product of non-MOTOROLA supplied equipment if not authorized by MOTOROLA) which adversely affect performance of the MOTOROLA Product or interfere with MOTOROLA's normal warranty inspection and testing of the MOTOROLA Product to verify any warranty claim.
- G) MOTOROLA Product which has had the serial number removed or made illegible.
- H) MOTOROLA Product that has its seal(s) on non-user serviceable components or modules broken.
- I) Freight costs to the repair depot.
- J) MOTOROLA Product that has been subjected to illegal or unauthorized alteration of the software/firmware in the MOTOROLA Product.
- K) Scratches or other cosmetic damage to MOTOROLA Product surfaces that does not affect the operation of the MOTOROLA Product.
- L) Normal and customary wear and tear.
- M) Memory modules not programmed by MOTOROLA's Aftermarket Products Group.
- N) Warranty claims not made within the Warranty Period.

#### **IV. Patent And Software Provisions:**

MOTOROLA will have no liability with respect to any claim of patent infringement which is based upon the combination of the Product or parts furnished hereunder with software, apparatus or devices not furnished by MOTOROLA, nor will MOTOROLA have any liability for the use of ancillary equipment or software not furnished by MOTOROLA which is attached to or used in connection with the Product. The foregoing states the entire liability of MOTOROLA with respect to infringement of patents by the Product or any parts thereof.

Laws in the United States and other countries preserve for MOTOROLA certain exclusive rights for copyrighted MOTOROLA software such as the exclusive rights to reproduce in copies and distribute copies of such MOTOROLA software. MOTOROLA software may be used in only the Product in which the software was originally embodied and such software in such Product may not be replaced, copied, distributed, modified in any way, or used to produce any derivative thereof. No other use including, without limitation, alteration, modification, reproduction, distribution, or reverse engineering of such MOTOROLA software or exercise of rights in such MOTOROLA software is permitted. No license is granted by implication, estoppel or otherwise under MOTOROLA patent rights or copyrights.

#### **V. How To Get Warranty Service:**

You must provide proof of purchase (bearing the date of purchase and Product item serial number) in order to receive warranty service and, also, deliver or send the Product item, transportation and insurance prepaid, to an authorized warranty service location. Warranty service will be provided by MOTOROLA through one of its authorized warranty service locations. If you first contact the company which sold you the Product (e.g., dealer or communication service provider), it can facilitate your obtaining warranty service, repair service and technical support.

#### **VI. Further Assistance From Motorola**

You can also contact the Customer Help Desk through the following web address: [www.motorola-support.com](http://www.motorola-support.com)