

# General Information

## Warranty Information

This warranty applies within the fifty (50) United States, the District of Columbia and Canada.

### LIMITED WARRANTY FOR Radio Products and Services Division ("RPSD") PRODUCTS LISTED IN THE PRICE AND AVAILABILITY LIST

#### I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG:

##### A. RPSD Products Other Than Batteries:

The Radio Products and Services Division of Motorola, Inc. or, if applicable, Motorola Canada Limited ("Motorola") warrants the Motorola, Inc. manufactured radio communications product, including original equipment crystal devices and channel elements ("Product"), against material defects in material and workmanship under normal use and service for a period of One (1) Year from the date of shipment.

Motorola, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it with the same or equivalent Product (using new or reconditioned Product), or refund the purchase price of the Product during the warranty period provided purchaser notifies Motorola according to the terms of this warranty. Repaired or replaced Product is warranted for the balance of the original applicable warranty period.

All replaced parts of the Product shall become the property of Motorola.

This express limited warranty is extended by Motorola to the original end user purchaser purchasing the Product for purposes of leasing or for commercial, industrial, or governmental use 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 written 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. "Non Motorola manufactured items such as Site Equipment sold by Motorola carry the Original Equipment Manufacturer's warranty."

#### B. RPSD Two-Way Rechargeable Batteries:

##### Capacity and Workmanship Warranty:

MOTOROLA INC. ("MOTOROLA") warrants the MOTOROLA manufactured two-way radio batteries listed below ("Product"). Products will be replaced (with new or reconditioned parts) during the applicable Warranty Period if the battery capacity falls below 80% of rated capacity unless otherwise noted. For the workmanship defects listed below, Motorola warrants against defects in workmanship under normal use and service for a period of time from the date of manufacture\* as scheduled below ("Warranty Period"):

Capacity/Product	Workmanship Warranty
Motorola Manufactured NiCd impres™ Batteries	24 month capacity/ 24 month workmanship
Motorola Manufactured NiMH impres™ Batteries	18 month capacity/ 24 month workmanship
Motorola Manufactured Li-ion impres™ Batteries	18 month capacity/ 24 month workmanship
Motorola Manufactured NiCd Premium Batteries	18 month capacity/ 24 month workmanship
Motorola Manufactured NiMH and Li-ion Batteries	12 month capacity/ 24 month workmanship
Motorola Manufactured NiCd, NiMH Power Batteries	12 month capacity/ 12 month workmanship
MAGONE Competitive Batteries (all manufacturers)	12 month capacity/ 12 month workmanship

#### Exceptions

The Motorola NiMH NTN7396AR prismatic battery is warranted for six (6) months capacity and twenty-four (24) months workmanship from the date of manufacture.

XTS3500 mAh NiMH RNN4006AR, RNN4007AR 70% to minimum (3000 mAh) for 12 months and has a 24 month workmanship warranty.

NiCd impres™ Batteries when used with an impres™ charger qualify for a 24 capacity and 24 workmanship warranty.

NiCd impres™ Batteries used with a non-impres charger qualify for a 18 capacity and 24 month workmanship warranty replacement impres™ NiMH/Li-ion used with a non impres™ charger qualify for 12 month capacity and 24 month workmanship warranty.

\* Date of manufacture is determined by the date code shown on the Product.

A Product will be replaced during the applicable 24 Month Workmanship Warranty Period if:

- 1) the battery develops leakage;
- 2) the battery clip breaks due to poor workmanship;
- 3) the battery's seam welds open; or



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- 4) the battery has contact problems with either the applicable two-way radio or battery charger due to misalignment or plastic residue blocking the battery's contacts.

Motorola, at its option, will replace the Product (with new or reconditioned parts) at no charge during the applicable warranty period provided it is returned in accordance with the terms of this warranty. Replacement batteries are warranted for the balance of the original applicable warranty period.

This 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.

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.

For battery recycling information please call 1-800-422-4210 for details and request your RBRC shipper ID registration form.

### C. Cellular and iDEN Phone Batteries:

#### 1. 12 Month Warranty:

MOTOROLA INC. ("MOTOROLA") warrants the MOTOROLA manufactured cellular and iDEN batteries listed below ("Product") against defects in material and workmanship under normal use and service for a period of time from the date of manufacture\* as scheduled below ("Warranty Period"):

<u>Product</u>	<u>Warranty Period</u>
Motorola Manufactured NiCd Batteries	Twelve (12) Months
Motorola Manufactured NiMH Batteries	Twelve (12) Months
Motorola Manufactured Li-ion Batteries	Twelve (12) Months

#### 2. 12 Month Workmanship Warranty:

For the workmanship defects listed below, Motorola warrants against defects in workmanship under normal use and service for a period of time from the date of manufacture\* as scheduled below ("Warranty Period"):

<u>Product</u>	<u>Warranty Period</u>
Motorola Manufactured NiCd Batteries	Twelve (12) Months
Motorola Manufactured NiMH Batteries	Twelve (12) Months
Motorola Manufactured Li-ion Batteries	Twelve (12) Months

\* Date of manufacture is determined by the date code shown on the Product.

A Product will be replaced during the applicable 12 Month Workmanship Warranty Period if:

- 1) the battery develops leakage;
- 2) the battery clip breaks due to poor workmanship;
- 3) the battery's seam welds open; or
- 4) the battery has contact problems with either the applicable two-way radio or battery charger due to misalignment or plastic residue blocking the battery's contacts

Motorola, at its option, will replace the Product (with new or reconditioned parts) at no charge during the applicable warranty period provided it is returned in accordance with the terms of this warranty. Replacement batteries are warranted for the balance of the original applicable warranty period.

This express limited 12 month 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.

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.

## 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 exclusive remedy. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 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, INDIRECT 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. HOW TO GET WARRANTY SERVICE:

Purchaser must notify Motorola's representative or call RPSD at 1-800-422-4210 within the applicable warranty period for information regarding warranty service.

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### **IV. WHAT THIS WARRANTY DOES NOT COVER:**

- A) Defects or damage resulting from use of the Product in other than its normal and customary manner.
- B) Defects or damage from misuse, accident, water, or neglect.
- C) Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
- D) Breakage or damage to antennas unless caused directly by defects in material workmanship.
- E) A Product subjected to unauthorized Product modifications, disassemblies or repairs (including, without limitation, the addition to the Product of non-Motorola supplied equipment) which adversely affect performance of the Product or interfere with Motorola's normal warranty inspection and testing of the Product to verify any warranty claim.
- F) Product which has had the serial number removed or made illegible.
- G) Freight costs to the repair depot.
- H) A Product which, due to illegal or unauthorized alteration of the software/firmware in the Product, does not function in accordance with Motorola's published specifications or with the FCC type acceptance labeling in effect for the Product at the time the Product was initially distributed from Motorola.
- I) Scratches or other cosmetic damage to Product surfaces that does not affect the operation of the Product.
- J) That the software in the Product will meet the purchaser's requirements or that the operation of the software will be uninterrupted or error-free.
- K) Normal and customary wear and tear.
- L) Non-Motorola manufactured equipment unless bearing a Motorola Part Number in the form of an alpha numeric number (i.e., TDE6030B).
- M) Processing of date data from, into, and between the year 2000 and the year 2001.

### **V. GOVERNING LAW**

In the case of a Product sold in the United States and Canada, this Warranty is governed by the laws of the State of Illinois and the Province of Ontario, respectively.

### **VI. PATENT AND SOFTWARE PROVISIONS:**

Motorola will defend, at its own expense, any suit brought against the end user purchaser to the extent that it is based on a claim that the Product or its parts infringe a United States patent, and Motorola will pay those costs and damages finally awarded against the end user purchaser in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following:

- A) that Motorola will be notified promptly in writing by such purchaser of any notice of such claim;
- B) that Motorola will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and
- C) should the Product or its parts become, or in Motorola's opinion be likely to become, the subject of a claim of infringement of a United States patent, that such purchaser will permit Motorola, at its option and expense, either to procure for such purchaser the right to continue using the Product or its parts or to replace or modify the same so that it becomes non-infringing or to grant such purchaser a credit for the Product or its parts as depreciated and accept its return. The depreciation will be an equal amount per year over the lifetime of the Product or its parts as established by Motorola.

Motorola will have no liability with respect to any claim of patent infringement which is based upon the combination of the Product or its 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 its 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.

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### TO OBTAIN WARRANTY SERVICE:

Replacement Parts/Kits/Accessories

To obtain warranty service on replacement parts/kits or test equipment, the item must be delivered, transportation prepaid to:

**Motorola  
Radio Products and Services Division  
Attn: Warranty Dept  
2222 Galvin Drive  
Elgin, Illinois 60123**

Each shipment of returned items must include a Motorola Warranty Replacement Form, with each item being returned listed by quantity, type, frequency of code, defect code, radio model number and serial number (when returning items removed from a Motorola radio) sales or factory order number. Items returned with no manufacturer's date code will be assumed to be out of warranty and subject to charges for repair or replacement.

In the event that Motorola in its discretion elects to replace an item, and a replacement is ordered prior to the return of the defective product, credit for the defective product will be issued against the replacement order provided that the defective units covered by this warranty are returned within forty-five (45) days of the replacement order date and the replacement factory order number is properly provided.

After 45 days, Motorola's sole obligation is limited to replacement of the defective unit covered by this warranty with a unit that meets original factory specifications, and credit cannot be issued.

### Cellular Motorola Manufactured Accessories

Effective January 1, 2000, a new Limited Lifetime Warranty was instituted for the following accessories purchased after January 1, 2000: vehicle power adapters, carry cases, holsters, chargers (desktop bases and AC power supplies) and hands-free headsets. For all other accessories, and all accessories purchased prior to January 1, 2000, the warranty period begins on the date of the consumer purchase and lasts for twelve months. Proof of purchase documentation or the MSN/SN of the associated telephone determines the warranty period. Although the date codes are on some of the accessories or ancillary components such as batteries, there are no date codes on others such as antennas. Therefore, the best way to determine if an accessory is in warranty is to verify the consumer's proof of purchase. The proof of purchase documentation must be included for replacement under warranty. Accessories are not considered repairable.

Warranty policies for Cellular parts are indicated in the "Authorized Cellular Servicer Agreement".

Test Equipment. Motorola manufactured items, including service monitors, should be returned to the Test Equipment Service Center and processed per the Test Equipment Products Limited Warranty on the following page.

Third party manufactured items should be returned to the facility designated by the Manufacturer. Motorola will notify the customer who to contact for warranty service of said items.

For further information call:

In the U.S. and Canada: 1-800-422-4210  
Outside the U.S: 1-847-538-8023  
U.S. Federal Government: 1-800-826-1913

### MOTOROLA TEST EQUIPMENT PRODUCTS LIMITED WARRANTY (EXCLUDES EXPORT SHIPMENTS)

Motorola Test Equipment Products, and Motorola Service Monitors, (herein the "product") that are manufactured or distributed by Motorola's Radio Products and Services Division are warranted by Motorola for a period of one (1) year from date of shipment against defects in material and workmanship.

This express warranty is extended to the original purchaser only. In the event of a defect, malfunction, or failure during the period of warranty of a Motorola manufactured Test Equipment items, Motorola, at its option, will either repair or replace the product providing Motorola received written notice specifying the nature of the defect during the period of warranty, and the defective product is returned to: Motorola, Test Equipment Service, 2216 Galvin Drive, Elgin, IL 60123 transportation prepaid. Proof of purchase and evidence of date of shipment (packing list or invoice), must accompany the return of the defective product.

### For a RETURN AUTHORIZATION – PLEASE CALL 1-800-323-6967.

Transportation charges for the return of the product to Purchaser shall be prepaid by Motorola.

This warranty is void, as determined in the reasonable judgement of Motorola, if:

- (a) The product has not been operated in accordance with the procedures described in the operating instruction;
- (b) The seals on non-user serviceable components or modules are broken;
- (c) The product has been subject to misuse, abuse, damage, accident, negligence, repair or alteration.

Many items manufactured by third parties are warranted directly by the manufacture. In such cases customers may be put in direct contact with the manufacturer's service facility for warranty repair or replacement.

In no event shall Motorola be liable for any special, incidental or consequential damages.

In the event Motorola elects to repair a defective product by replacing a module or subassembly, Motorola, at its option, may replace such defective module or subassembly with a new or reconditioned replacement module or subassembly. Only the unexpired warranty of the warranty product will remain in force on the replacement module or subassembly. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL

WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE EXCLUDED.