

MOTOROLA LIMITED WARRANTY FOR IDEN SUBSCRIBER PRODUCTS, ACCESSORIES AND SOFTWARE PURCHASED IN THE UNITED STATES OR CANADA

What Does this Warranty Cover? Subject to the exclusions contained below, Motorola, Inc. warrants its Motorola iDEN Digital Mobile and Portable Handsets (“Products”), Motorola-branded or certified accessories sold for use with these Products (“Accessories”) and Motorola software contained on CD-Roms or other tangible media and sold for use with these Products (“Software”) to be free from defects in materials and workmanship under normal consumer usage for the period(s) outlined below. This limited warranty is a consumer’s exclusive remedy, and applies as follows to new Products, Accessories and Software purchased by consumers in the United States or Canada, which are accompanied by this written warranty:

PRODUCTS COVERED	LENGTH OF COVERAGE
Products as defined above.	One (1) year from the date of purchase by the first consumer purchaser of the product.
Accessories as defined above.	One (1) year from the date of purchase by the first consumer purchaser of the product
Products or Accessories that are Repaired or Replaced.	The balance of the original warranty or for ninety (90) days from the date returned to the consumer, whichever is longer.
Software as defined above. Applies only to physical defects in the media that embodies the copy of the software (e.g. CD-ROM, or floppy disk).	Ninety (90) days from the date of purchase.

What is not covered? (Exclusions)

Normal Wear and Tear. Periodic maintenance, repair and replacement of parts due to normal wear and tear are excluded from coverage.

Ornamental Decorations. Ornamental decorations such as emblems, graphics, rhinestones, jewels, gemstones and their settings, and other decorative elements, are excluded from coverage.

Batteries. Only batteries whose fully charged capacity falls below 80% of their rated capacity and batteries that leak are covered by this limited warranty.

Abuse & Misuse. Defects or damage that result from: (a) improper operation, storage, misuse or abuse, accident or neglect, such as physical damage (cracks, scratches, etc.) to the surface of the product resulting from misuse; (b) contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat, or food; (c) use of the Products or Accessories for commercial purposes or subjecting the Product or Accessory to abnormal usage or conditions; or (d) other acts which are not the fault of Motorola, are excluded from coverage.

Use of Non-Motorola Products and Accessories. Defects or damage that result from the use of Non-Motorola branded or certified Products, Accessories, Software or other peripheral equipment are excluded from coverage.

Unauthorized Service or Modification. Defects or damages resulting from service, testing, adjustment, installation, maintenance, alteration, including without limitation, software changes, or modification in any way by someone other than Motorola, or its authorized service centers, are excluded from coverage.

Altered Products. Products or Accessories with (a) serial numbers or date tags that have been removed, altered or obliterated; (b) broken seals or that show evidence of tampering; (c) mismatched board serial numbers; or (d) nonconforming or non-Motorola housings, antennas, or parts, are excluded from coverage.

Communication Services. Defects, damages, or the failure of Products, Accessories or Software due to any communication service or signal you may subscribe to or use with the Products, Accessories or Software is excluded from coverage.

Software Embodied in Physical Media. No warranty is made that the software will meet your requirements or will work in combination with any hardware or software applications 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.

Software NOT Embodied in Physical Media. Software that is not embodied in physical media (e.g. software that is downloaded from the internet), **is provided “as is” and without warranty.**

Who is covered? This warranty extends only to the first consumer purchaser, and is not transferable.

What will Motorola Do? Motorola, at its option, will at no charge repair, replace or refund the purchase price of any Products, Accessories or Software that does not conform to this warranty. We may use functionally equivalent reconditioned/refurbished/pre-owned or new Products, Accessories or parts. No data, software or applications added to your Product, Accessory or Software, including but not limited to personal contacts, games and ringer tones, will be reinstalled. To avoid losing such data, software and applications please create a back up prior to requesting service.

How to Obtain Warranty Service or Other Information? To obtain service or information, please call:

Motorola iDEN Customer Services 1-800-453-0920 or 954-723-4910

TTY-877-483-2840

Or visit us online at <http://www.motorola.com/iden/support>

You will receive instructions on how to ship the Products, Accessories or Software, at your expense, to a Motorola Authorized Repair Center. To obtain service, 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 applicable; (d) the name and location of the installation facility (if applicable) and, most importantly; (e) your address and telephone number.

What Other Limitations Are There? ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY, OTHERWISE THE REPAIR, REPLACEMENT, OR REFUND AS PROVIDED UNDER THIS EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE CONSUMER, AND IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OF IMPLIED. 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, ACCESSORY OR SOFTWARE, 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, SOFTWARE OR APPLICATIONS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE PRODUCTS, ACCESSORIES OR SOFTWARE TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW.

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