



# Motorola Solutions Communication Products Limited Warranty & Liability

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

MOTOROLA SOLUTIONS INC ("MOTOROLA SOLUTIONS") warrants the MOTOROLA SOLUTIONS 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:

- TWO-WAY RADIO Mobile and Portable Units . . . . . One (1) Year*
- Product Accessories (including battery, antenna, charger, belt clip etc.) . . . . . One (1) Year*

MOTOROLA SOLUTIONS, 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 SOLUTIONS.

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

MOTOROLA SOLUTIONS cannot be responsible in any way for any ancillary equipment not furnished by MOTOROLA SOLUTIONS 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 SOLUTIONS 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 SOLUTIONS' responsibilities regarding the Product. Repair, replacement or refund of the purchase price, at MOTOROLA SOLUTIONS' option, is the exclusive remedy.

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All rights reserved.



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 SOLUTIONS 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 SOLUTIONS 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 SOLUTIONS Product that has not been operated in accordance with the procedures described in the operating instructions.
- F) MOTOROLA SOLUTIONS Product that has been subjected to unauthorized modifications, tampering, disassembly or repairs (including the addition to the MOTOROLA SOLUTIONS Product of non-MOTOROLA SOLUTIONS supplied equipment if not authorized by MOTOROLA SOLUTIONS) which adversely affect performance of the MOTOROLA SOLUTIONS Product or interfere with MOTOROLA SOLUTIONS' normal warranty inspection and testing of the MOTOROLA SOLUTIONS Product to verify any warranty claim.
- G) MOTOROLA SOLUTIONS Product which has had the serial number removed or made illegible.
- H) MOTOROLA SOLUTIONS Product that has its seal(s) on non-user serviceable components or modules broken.
  - I) Freight costs to the repair depot.
- J) MOTOROLA SOLUTIONS Product that has been subjected to illegal or unauthorized alteration of the software/firmware in the MOTOROLA SOLUTIONS Product.
- K) Scratches or other cosmetic damage to MOTOROLA SOLUTIONS Product surfaces that does not affect the operation of the MOTOROLA SOLUTIONS Product.
- L) Normal and customary wear and tear.
- M) Memory modules not programmed by MOTOROLA SOLUTIONS' Aftermarket Products Group.
- N) Warranty claims not made within the Warranty Period.

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

MOTOROLA SOLUTIONS 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 SOLUTIONS, nor will MOTOROLA SOLUTIONS have any liability for the use of ancillary equipment or software not furnished by MOTOROLA SOLUTIONS which is attached to or used in connection with the Product. The foregoing states the entire liability of MOTOROLA SOLUTIONS with respect to infringement of patents by the Product or any parts thereof.

Laws in the United States and other countries preserve for MOTOROLA SOLUTIONS certain exclusive rights for copyrighted MOTOROLA SOLUTIONS software such as the exclusive rights to reproduce in copies and distribute copies of such MOTOROLA SOLUTIONS software. MOTOROLA SOLUTIONS 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 SOLUTIONS software or exercise of rights in such MOTOROLA SOLUTIONS software is permitted. No license is granted by implication, estoppel or otherwise under MOTOROLA SOLUTIONS 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 SOLUTIONS 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 Solutions:**

You can also call the CGISS Indirect Business Customer Help Desk number, (604)-6302525 or send an email to [customercare.asia@motorolasolutions.com](mailto:customercare.asia@motorolasolutions.com).

#### **VII. For Australia Only:**

This provision applies to products and services supplied by Motorola Solutions to consumers within the meaning of the Australian Consumer Law. This warranty is given by Motorola Solutions Australia Pty Limited (ABN 16 004 742 312) of Tally Ho Business Park, 10 Wesley Court, Burwood East, Victoria. Our goods come with guarantees that cannot be excluded under the Australia Consumer Law.

For major failures with the service, you are entitled:

- To cancel your service contract with us: and
- To a refund for the unused portion, or to compensation for its reduced value.

You are entitled to choose a replacement or refund for a major failure with goods. If a failure with the goods or service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

If you have any queries, please call Motorola Solutions Australia at 1800 457 439.

You may also visit our website:

[https://www.motorolasolutions.com/en\\_xa/support.html](https://www.motorolasolutions.com/en_xa/support.html)  
for current warranty terms.

# Motorola Solutions 通信产品有限保证与责任

## I. 保证范围和期限：

MOTOROLA SOLUTIONS INC. (以下简称为“MOTOROLA SOLUTIONS”) 保证 MOTOROLA SOLUTIONS 生产的下列双向对讲机产品 (以下简称为“产品”) 自购买之日起在下述期限内, 在正常使用情况下不会出现材料和工艺上的任何缺陷:

双向对讲机车载台和便携式对讲机 . . . . . - (1) 年  
产品附件 (包括电池、天线、充电器、皮带夹等) . . . . . - (1) 年

在保证期内, MOTOROLA SOLUTIONS 可自行决定免费维修产品 (使用全新或翻新部件)、替换产品 (使用全新或翻新产品) 或以产品购买价格退款, 前提是按照保证条款的要求退回产品。原保证期的剩余期限将延续适用于被修复或更换的部件或电路板。产品的所有被更换部件都属于 MOTOROLA SOLUTIONS 的财产。

MOTOROLA SOLUTIONS 仅向原始最终用户 (买方) 提供此明示有限保证, 本保证不得转让或让与给任何其他方。这是 MOTOROLA SOLUTIONS 所生产的产品的全部保证。任何对本保证条款的补充或修改, 除非以书面方式进行并经 MOTOROLA SOLUTIONS 官员签署, 否则 MOTOROLA SOLUTIONS 无需承担任何义务或责任。除非 MOTOROLA SOLUTIONS 与原始最终用户 (买方) 另行签署独立协议, 否则 MOTOROLA SOLUTIONS 不对产品的安装、维修或服务提供保证。

MOTOROLA SOLUTIONS 不对任何非 MOTOROLA SOLUTIONS 提供的、连接在产品上或与产品结合使用的附属设备, 或对带有附属设备的产品的操作负责, 而且所有此类设备均明确排除在本保证范围之外。

由于采用本产品的系统各不相同, MOTOROLA SOLUTIONS 在此声明在本保证条款下不对整个系统的范围、覆盖区域或运行承担责任。

## II. 一般条款：

本保证条款列明了 MOTOROLA SOLUTIONS 对产品的全部责任。由 MOTOROLA SOLUTIONS 自行决定的修理、更换或退还购买价款是最终用户 (买方) 唯一的补救措施。

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保留所有权利。



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本保证将替代所有其他明示保证、默示保证，包括但不限于适销性和适用性方面的默示保证，并仅限于在此有限保证期内。在法律允许的限度内，MOTOROLA SOLUTIONS 在任何情况下都不对超过产品购买价格的损失承担责任，同时不对任何使用损失、时间损失、不便、商业损失、利润或收入损失或其他因使用或不能使用产品而导致的附带的、特殊的或继发性损坏承担责任。

### III. 本保证不包括以下内容：

- A) 非正常和非习惯方式使用 MOTOROLA SOLUTIONS 产品而导致的故障或损坏。
- B) 由于误用、滥用、事故、腐蚀、火灾、液体浸入或疏忽造成的故障或损坏。
- C) 不当或未授权测试、操作、维护、维修、修理、安装、改造、修改或调节导致的故障或损坏。
- D) 非因材料或工艺而直接导致的天线破损或损坏。
- E) 使用 MOTOROLA SOLUTIONS 产品时，未根据操作说明中的步骤进行。
- F) 对 MOTOROLA SOLUTIONS 产品进行的未经授权的改造、改动、拆卸或对产品性能产生了不利影响的修理（包括在未经 MOTOROLA SOLUTIONS 授权的情况下将非 MOTOROLA SOLUTIONS 供应的设备添加到 MOTOROLA SOLUTIONS 产品上），或干扰了 MOTOROLA SOLUTIONS 为核实任何保证索赔要求而对产品进行的正常保修检查和测试。
- G) 序列号已去除或难以辨认的 MOTOROLA SOLUTIONS 产品。
- H) MOTOROLA SOLUTIONS 产品上的非用户自行维修元件或模块上的封条破损。
  - I) 邮寄至维修站的运费。
- J) 对 MOTOROLA SOLUTIONS 产品中的软件/固件进行了非法或未授权的改造。
- K) 不影响 MOTOROLA SOLUTIONS 产品操作的表面擦伤或其他 MOTOROLA SOLUTIONS 产品外观损伤。
- L) 正常和日常磨损。
- M) 非由 MOTOROLA SOLUTIONS 售后服务部编程的存储模块。
- N) 超过保修期的保修要求。

#### IV. 专利和软件条款：

MOTOROLA SOLUTIONS 不对由于将根据协议提供的产品或部件与非 MOTOROLA SOLUTIONS 提供的软件、设备或装置结合使用导致的专利权侵权索赔承担任何责任；MOTOROLA SOLUTIONS 亦不对任何附带在产品上或与产品结合使用的、非 MOTOROLA SOLUTIONS 提供的附属设备或软件承担任何责任。以上内容阐明了 MOTOROLA SOLUTIONS 针对产品或部件专利权侵权方面的全部责任。

美国及其他国家/地区的法律保护 MOTOROLA SOLUTIONS 对其享有版权的软件拥有某些专属权利，如复制和发布 MOTOROLA SOLUTIONS 软件的专属权利。MOTOROLA SOLUTIONS 软件仅用于软件原属的产品中，且产品中的软件不能以任何形式取代、复制、发布、修改，或用来制造任何衍生物。禁止将 MOTOROLA SOLUTIONS 软件或行使 MOTOROLA SOLUTIONS 软件权利用作其他用途，包括但不限于修改、改造、复制、发行或反向开发。本保证条款并未以默示、禁止反言或其他方式授予 MOTOROLA SOLUTIONS 专利权或版权许可。

#### V. 如何获得保证服务：

如需获得保证服务，您需要提供购买凭证（标明购买日期及产品序列号），并将已预付运费和保险费的产品运往或送至授权维修服务点。MOTOROLA SOLUTIONS 将通过其任一授权维修服务点提供保证服务。如果您首先与产品销售公司（如经销商或通信服务提供商）进行联系，它可以协助您获得保证服务、维修服务和技术支持。

#### VI. Motorola Solutions 更进一步的帮助：

您也可以拨打 CGISS 间接业务客户服务台电话 (604)-6302525，或发送电子邮件至 [customercare.asia@motorolasolutions.com](mailto:customercare.asia@motorolasolutions.com)。

#### VII. 仅适用于澳大利亚：

此条款适用于 Motorola Solutions 根据《澳大利亚消费者法》规定的范围内向消费者提供的产品和服务。此保证服务由 Motorola Solutions Australia Pty Limited (ABN 16 004 742 312)（地址：Tally Ho Business Park, 10 Wesley Court, Burwood East, Victoria）提供。我们的产品提供在《澳大利亚消费者法案》中涵盖的各种保修。

对于履行服务方面的重大失误，您有权：

- 取消您与我们之间的服务合同：以及
- 获得未使用部分的退款，或获得减值部分的补偿。

您有权因产品出现严重故障而要求换货或退款。如果商品故障或服务失误不构成重大故障，您有权在合理时间内得到故障纠正或失误弥补。如果没有在合理时间内得到纠正或弥补，您有权获得商品退款、取消服务合同并获得任何未使用部分的退款。您还有权因商品故障或服务失误而遭受任何其他可合理预见的损失或损害而要求赔偿。

如有任何问题，请致电 Motorola Solutions Australia (1800 457 439)。

您也可以访问我们的网站：

[https://www.motorolasolutions.com/en\\_xa/support.html](https://www.motorolasolutions.com/en_xa/support.html)

了解最新的保证条款。