

## Limited Warranty for Motorola Personal Communications Products and Accessories Purchased in the United States and Canada

1. [What This Warranty Covers](#)
2. [What the Period of Coverage Is](#)
3. [Who is Covered](#)
4. [What We Will Do to Correct Warranty Problems](#)
5. [How to Get Warranty Service](#)
6. [What This Warranty Does Not Cover  
Some Other Limitations](#)
7. [Patent and Software Provisions](#)
8. [State Law and Other Jurisdiction Rights](#)

### I. What This Warranty Covers [Back to top](#)

Defects in materials and workmanship in the following new "**Products**" manufactured, sold or certified by Motorola, with which this limited warranty is included in/on the package: (a) wireless cellular telephones, pagers and two-way radios that operate via "Personal Radio Service" (such as Family Radio Service and General Mobile Radio Service), together with software imbedded in any of these products, and (b) subject to the following exceptions, accessories or software sold for use with these products.

**Battery Exception.** This limited warranty extends only to batteries in which the fully-charged capacity falls below 80% of rated capacity and batteries that leak;

**Software Exceptions.** This limited warranty extends only physical defects in the media (such as CD-ROM) that tangibly embodies each copy of any software sold and/or certified by Motorola for use with Products. Software that is not tangibly embodied in media and that is purchased separately from Products (such as software that is downloaded from the internet) comes "**as is**" and **without warranty**.

### II. What the Period of Coverage Is [Back to top](#)

Subject to the following exceptions, one year from the date the Products are purchased by the first end-user:

- **90-Day Warranty Exception.** The warranty is for 90 days for: (a) any software tangibly embodied in media or (b) any accessories for two-way radios that are covered by this warranty, as described in Section I, above.
- **Limited Lifetime Warranty Exception.** The warranty is a limited lifetime warranty for the lifetime of ownership by the first end-user of the following products, **only**: (a) decorative covers, including bezel, PhoneWrap™ or case (any model); and (b) ear buds and boom headsets that transmit mono sound through a wire connection (this does **not** include ear buds or boom headsets that either transmit stereo sound or that are wireless, or both).
- **Repair / Replacement Exception.** The warranty is for the balance of the original warranty or for 90 days from the date returned and delivered to the first end-user, whichever is longer.

### III. Who is Covered [Back to top](#)

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

### IV. What We Will Do to Correct Warranty Problems [Back to top](#)

At no charge to you, we have the option to repair or replace the Products 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 Get Warranty Service [Back to top](#)

**PLEASE CALL US - DO NOT SHIP:**

USA

Cellular 1-800-331-6456

Paging 1-800-548-9954  
FRS Radios 1-800-353-2729  
TTY (Text Telephone)  
1-888-390-6456

*Canada*

All Products 1-800-461-4575  
TTY (Text Telephone)  
1-888-390-6456

Accessories and software -- call the number designated for the product with they are used.

You will receive instructions on how to ship the Products to Motorola or our designated resource. If instructed to ship the Products, you must ship them with freight, duties and insurance prepaid. Regardless of where you are instructed to return 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.**

For Products we ask you ship to us, 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 above.

**VI. What This Warranty Does Not Cover** [Back to top](#)

- **Products that are operated in combination with ancillary or peripheral equipment or software not furnished or otherwise certified 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.
- Leased Products.

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 [Back to top](#)**

**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 [Back to top](#)**

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., above.

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

#### **IX. State Law and Other Jurisdiction Rights [Back to top](#)**

Some states and other jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or limitation on the length of an implied warranty, so the above limitations or exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction.

To obtain information on Motorola Personal Communications Products, including warranty service, accessories and optional Extended Warranties on selected Products, please call:

**USA**

Cellular 1-800-331-6456

Paging 1-800-548-9954

FRS Radios 1-800-353-2729

TTY (Text Telephone)

1-888-390-6456

*Canada*

All Products 1-800-461-4575  
TTY (Text Telephone)  
1-888-390-6456

Accessories and software -- call the telephone number designated above for the product with which they are used.

**DO NOT SHIP PRODUCTS TO THESE ADDRESSES - INSTEAD PLEASE CALL.**

To correspond with Motorola about Products, please write us at <http://www.motorola.com> or at:

In the USA:

Motorola, Inc.  
600 North U.S. Highway 45  
Libertyville, IL 60048

In the USA:

Motorola, Inc.  
600 North U.S. Highway 45  
Libertyville, IL 60048

In Canada:

Motorola Canada Limited  
5875 Whittle Road  
Mississauga, ON L4Z 2H4

[Back to top](#)

Copyright 2000 - 2002 Motorola. All rights reserved. Rev. 09-01