



LIMITED WARRANTY - SBG1000 Wireless Home Gateway, SURFboard SB5100®, SURFboard SB4200® and SB4100® CABLE MODEM (U.S.A. and Canada)

General Instrument Corporation,
d/b/a the Broadband Communications Sector of Motorola, Inc.
Cable Modem Division 101 Tournament Drive
Horsham, PA 19044

What is covered?

General Instrument Corporation, doing business as the Broadband Communications Sector of Motorola, Inc. ("Motorola BCS") warrants to the original customer that the cable modem product contained in this package, including all software ("Product") will be free from defects in materials and workmanship under normal use. This warranty shall not apply: (i) to any Product subjected to accident, misuse, neglect, alteration, Acts of God, improper handling, improper transport, improper storage, improper use or application, improper installation, improper testing or unauthorized repair; or (ii) to cosmetic problems or defects which result from normal wear and tear under ordinary use, and do not affect the performance or use of the Product. This warranty applies only to a Product manufactured by or for Motorola BCS and identified by the General Instrument ("GI") or Motorola trademark, trade name or product identification logo affixed to the Product. EXCEPT AS EXPRESSLY STATED IN THIS PARAGRAPH, THERE ARE NO WARRANTIES OF ANY KIND RELATING TO THE PRODUCT, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow for the exclusion of implied warranties, so the above exclusion may not apply to you.

What additional provisions should I be aware of?

Because it is impossible for Motorola BCS to know the purposes for which you acquired this Product or the uses to which you will put this Product, you assume full responsibility for the selection of the Product and for its installation and use. While every reasonable effort has been made to insure that you will receive a Product that you can use and enjoy, Motorola BCS does not warrant that the functions of the Product will meet your requirements or that the operation of the Product will be uninterrupted or error-free. Motorola BCS is not responsible for problems caused by changes in the operating characteristics of the hardware or software you are using which are made after the release date of the version of software accompanying the Product, nor for problems in the interaction of the Product with any other software or hardware.

How long does this Limited Warranty last?

This Limited Warranty continues for a period of two (2) years from the date of purchase from an authorized Motorola BCS reseller (the "Warranty Period"). All warranty claims must be made within the Warranty Period.

What you must do to obtain warranty service.

To take advantage of this Limited Warranty, you must return the Product for repair or replacement to the place of purchase along with an original point of purchase receipt. For assistance with this process, you may call the Motorola BCS toll-free phone number (below). THIS WARRANTY IS VOID IF THE PRODUCT IS DAMAGED.

THESE ARE YOUR SOLE AND EXCLUSIVE REMEDIES for any and all claims that you may have arising out of or in connection with this Product, whether made or suffered by you or another person and whether based in contract or tort.

IN NO EVENT SHALL MOTOROLA BCS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS), OR FROM ANY BREACH OF WARRANTY, EVEN IF MOTOROLA BCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH



DAMAGES. (Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.) IN NO CASE SHALL MOTOROLA BCS' LIABILITY EXCEED THE AMOUNT YOU PAID FOR THE PRODUCT.

This warranty is governed by the laws of the Commonwealth of Pennsylvania, excluding its conflict of laws principles. The Motorola BCS toll-free number is 1-877-466-8646. Motorola reserves the right to modify its warranties at any time, at its sole discretion.