

WARRANTY INFORMATION FOR MOTOROLA HOME MONITORING & CONTROL SYSTEM

Limited Warranty. Motorola warrants to you, the original end user customer, that (A) the Product, excluding Software, will be materially free from defects in materials and workmanship under normal use, and (B) with respect to Software, (i) the media on which the Software is provided will be free from defects in material and workmanship under normal use, and (ii) the Software will perform materially as described in its documentation. This Limited Warranty to you, the original end user customer, continues (A) for Software and the media upon which it is provided, for a period of ninety (90) days from the date of purchase from Motorola or an authorized Motorola reseller, and (B) for the Product (excluding Software), for a period of one (1) year from the date of purchase from Motorola or from an authorized Motorola reseller. To take advantage of this Limited Warranty or to obtain technical support, you must call the Motorola toll-free phone number (below). Motorola's sole and exclusive obligation under this Limited Warranty for retail sales shall be to repair or replace any Product or Software that does not meet this Limited Warranty. All warranty claims must be made within the applicable Warranty Period.

General Information. The warranties described in this Section 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. Motorola's warranties apply only to a Product that is manufactured by Motorola and identified by Motorola owned trademark, trade name or product identification logos affixed to the Product. Motorola does not warrant to you, the end user, or to anyone else that the Software will perform error free or without bugs. **MOTOROLA IS NOT RESPONSIBLE FOR, AND PROVIDES "AS IS" ANY SOFTWARE SUPPLIED BY 3RD PARTIES. EXCEPT AS EXPRESSLY STATED IN THIS SECTION ("WARRANTY INFORMATION"), THERE ARE NO WARRANTIES OF ANY KIND RELATING TO THE PRODUCT, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY AGAINST INFRINGEMENT PROVIDED IN THE UNIFORM COMMERCIAL CODE.** 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 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 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 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 IS NOT RESPONSIBLE FOR PROBLEMS OR DAMAGE CAUSED BY THE INTERACTION OF THE PRODUCT WITH ANY OTHER SOFTWARE OR HARDWARE. ALL WARRANTIES ARE VOID IF THE PRODUCT IS OPENED, ALTERED, AND/OR 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.

THIS PRODUCT IS INTENDED ONLY FOR USE TO FACILITATE HOME MONITORING AND CONTROL AND IS NOT INTENDED TO BE A SUBSTITUTE FOR A HOME SECURITY SYSTEM. MOTOROLA HEREBY DISCLAIMS ANY LIABILITY WHATSOEVER THAT MAY ARISE FROM THE USE OR INABILITY TO USE THIS PRODUCT AS A HOME SECURITY SYSTEM. IN NO EVENT SHALL MOTOROLA 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 INJURY, LOSS OF PROPERTY, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS), OR FROM ANY BREACH OF WARRANTY, EVEN IF MOTOROLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL MOTOROLA'S LIABILITY EXCEED THE AMOUNT YOU PAID FOR THE PRODUCT.

THIS PRODUCT EMPLOYS WIRELESS TECHNOLOGY AND, IN SOME CASES, MAY FACILITATE TRANSMISSION OF DATA OR VIDEO OVER THE INTERNET IN CONNECTION WITH ITS USE. THE CUSTOMER SHOULD UNDERSTAND THAT ALL WIRELESS TRANSMISSIONS MAY BE SUBJECT TO INTERCEPTION AND THAT DATA TRANSMISSION OVER THE INTERNET CANNOT BE GUARANTEED TO BE 100% SECURE. AS A RESULT, MOTOROLA CANNOT ENSURE OR WARRANT THE SECURITY OF ANY VIDEO OR DATA TRANSMITTED BY OR THROUGH THIS PRODUCT, WHETHER OR NOT TRANSMITTED VIA THE INTERNET, AND THE CUSTOMER USES SUCH PRODUCT AT HIS OR HER OWN RISK.

These matters are governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws principles and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

Please call the Motorola toll-free number, **1-877-466-8646**, for technical support or warranty service.

MOTOROLA and the Stylized M Logo are registered in the US Patent & Trademark Office. All other product or service names are the property of their respective owners. No part of the contents of this document may be reproduced or transmitted in any form or by any means without the written permission of the publisher. © Motorola, Inc. 2004.



MOTOROLA
intelligence everywhere™

08/26/2004