

Motorola Product Warranty

Product Support

a. Unless a different period is specified for a particular hardware Product at www.motorolasolutions.com, or in a sales agreement between Seller and customer, or in the published specification sheet for the hardware Product, Seller's hardware Products are generally warranted against defects in workmanship and materials for a period of twelve (12) months from the date of shipment, provided the Product remains unmodified and is operated under normal and proper conditions. Warranty provisions and durations on integrated installed systems, Product modified or designed to meet specific customer specifications ("Custom Products"), Product accessories, remanufactured products, reconditioned or upgraded products, and software shall be as provided in the particular Product documentation in effect at the time of purchase or in the accompanying software license. All access point hardware Products are delivered with a limited lifetime warranty. Unless otherwise so provided: (i) and excepting all software included with infrastructure hardware Products, where the warranty period for such software is ninety (90) days, the warranty period for computer programs in machine-readable form included in a hardware Product, which are essential for the functionality thereof as specifically stated in the published Product specifications ("Core Product Software") will be coincident with the warranty period of the hardware Product. Software patches, bug fixes, updates or workarounds do not extend the original warranty period; and (ii) Accessories that contain a serial number, such as adaptors, cradles and certain power supplies ("Serialized Accessories") carry a warranty term of ninety (90) days from the date of shipment and non-serialized accessories, such as cables and product stands/holders (excluding consumables) are warranted for a period of thirty (30) days from date of shipment by Seller.

b. Products may be serviced or manufactured with parts, components, or subassemblies that originate from returned products and that have been tested as meeting applicable specifications for equivalent new material and Products.

c. The sole obligation of Seller for defective hardware Products is limited to repair or replacement (at Seller's option) on a "return to service depot" basis with prior Seller authorization. Customer is responsible for shipment to the Seller and assumes all costs and risks associated with this transportation; return shipment to the Customer will be at Seller's expense. Customer shall be responsible for return shipment charges for Product returned where Seller determines there is no defect ("No Defect Found"), or for Product returned that Seller determines is not eligible for warranty repair. No charge will be made to Buyer for replacement parts for warranty repairs. Seller is not responsible for any damage to or loss of any software programs, data or removable data storage media, or the restoration or reinstallation of any software programs or data other than the software, if any, installed by Seller during manufacture of the Product. Seller's sole obligation for software that when properly installed and used does not substantially conform to the published specifications in effect when the software is first shipped by Seller, is to use commercially reasonable efforts to correct any reproducible material non conformity (as determined by Seller at its sole discretion) by providing Buyer with: (a) telephone or e-mail access to report nonconformance so that Seller can verify reproducibility; (b) a software patch or bug-fix, if available, or a workaround to bypass the issue, if available; and (c)

where applicable, replacement of damaged or defective external media, such as a CD-ROM disk, on which the software was originally delivered. Seller does not warrant that the use of the software will be uninterrupted, error-free, free of security vulnerabilities, or that the software will meet Buyer's particular requirements. Purchaser's sole and exclusive remedy for breach of this warranty is, at Seller's option, to receive (i) suitably modified software, or part thereof, or (ii) comparable replacement software or part thereof.

d. The above warranty provisions shall not apply to any hardware or software Product (including Core Product software) (i) which has been repaired, tampered with, altered or modified, except by Seller; (ii) in which the defects or damage to such Product result from normal wear and tear, misuse, negligence, improper storage, water or other liquids, battery leakage, use of parts or accessories not approved or supplied by Seller, or failure to perform operator handling and scheduled maintenance instructions supplied by Seller; or (iii) which has been subjected to unusual physical or electrical stress, abuse, or accident, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable Product specification; nor shall the above warranty provisions apply to any expendable or consumable items, such as batteries, supplied with the Product.

EXCEPT FOR THE WARRANTY OF TITLE AND THE EXPRESS WARRANTIES STATED ABOVE, SELLER DISCLAIMS ALL WARRANTIES ON PRODUCTS FURNISHED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. THE REMEDY SET FORTH IN THIS SECTION IS BUYER'S SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS, AND IS EXPRESSLY IN LIEU OF ALL OTHER REMEDIES THAT MAY BE AVAILABLE TO BUYER AT LAW OR IN EQUITY.