# LIMITED WARRANTY

## **MOTOROLA WIRELESS NETWORK SOLUTIONS PRODUCTS**

If the covered product is being purchased pursuant to a written Communications System Agreement signed by Motorola, or contains a click wrap or other license packaged with the product, the warranty contained in that written agreement will apply. Otherwise, the following warranty applies.

### WHAT THIS WARRANTY COVERS AND FOR HOW LONG:

Motorola warrants Wireless Network Solutions products ("Product") against material defects in material and workmanship under normal use and service for the term indicated in this document. "Product" means any Hardware, or Motorola software purchased from Motorola or an authorized reseller. Products provided by Motorola shall function substantially in conformance with their published specifications. Any software provided by a third party vendor will be licensed and warranted directly by the copyright owner. Motorola, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it with the same or equivalent Product (using new or reconditioned Product), or refund the purchase price of the Product during the warranty period provided purchaser notifies Motorola according to the terms of this warranty. Repaired or replaced Product is warranted for the balance of the original applicable warranty period. All replaced parts of the Product shall become the property of Motorola.

This express limited warranty is extended by Motorola to the original end user purchaser purchasing the Product for purposes of leasing or for commercial, industrial, or governmental use only, and is not assignable or transferable to any other party. This is the complete warranty for the Product manufactured by Motorola. Motorola assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola. Unless made in a separate written agreement between Motorola and the original end user purchaser, Motorola does not warrant the installation, maintenance or service of the Product.

Motorola cannot be responsible in any way for any ancillary equipment not furnished by Motorola 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 (as approved by Motorola) is expressly excluded from this warranty. Because each system which may use the Product is unique, Motorola disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

DURATION OF WARRANTY FROM THE POINT OF SHIPMENT :	LIFETIME*	12 MONTHS	3 MONTHS	1 MONTH
Mesh Networks (MESH)		•		
Wireless LAN (WLAN)		•		
Wireless LAN (WLAN) 11n Access Points**	•			
EWP3100/2100, EWB100, and feature appliance for Enterprise Voice solutions hardware Hardware Solutions		•		
Private Broadband Networks (PBN)		•		
Enterprise Voice (Mobile Extension, Radio Link, and Unified Retail Communications) Software Solutions			•	
Wireless Manager (WM)			•	
AirDefense Services Platform			•	
Serialized Accessories (adaptors, cradles and certain power supplies) Enterprise Voice solution accessories (except batteries which are warranted for 12 months)			•	
Software patches, Bug fixes or workarounds			•	
Non serialized Accessories (cables, product stands/holders)				•
Indoor Planning Tools: LANPlanner <sup>®</sup> SiteScanner <sup>™</sup>			•	

Lifetime shall mean five (5) years following the effective date of end of sale (EOS) of the Product as announced by Motorola, but in no event later than the Motorola announced end of service offecting data for such Product





<sup>\*\*</sup> Excludes the AP 300, AP 5131, AP 7161, AP 7161, and AP 7161 VMM ("WLAN AP Product") unless otherwise indicated by Motorola in the Product documentation. WLAN AP Product that fails within five (5) days of initial use will be replaced with a new WLAN AP Product on the day Motorola is notified in writing on such failure. WLAN AP Product that fails after the initial five (5) days of use will be (at Motorola's discretion) repaired or replaced with a refurbished or new Product upon receipt of the failed Product at Motorola's designated location.

#### WHAT THIS WARRANTY DOES NOT COVER:

- A. Defects or damage resulting from use of the Product in other than its normal and customary manner.
- B. Defects or damage from misuse, accident, water, or neglect.
- C. Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
- D. Repair of problems caused by physical damage, operator error, unauthorized alterations or attempted repair, static/lightning damage, or other natural or manmade disasters, including but not limited to:
  - A Product subjected to unauthorized Product modifications, disassemblies or repairs (including, without limitation, the addition to the Product of non-Motorola supplied equipment) which adversely affect performance of the Product or interfere with Motorola's normal warranty inspection and testing of the Product to verify any warranty claim.
  - Product which has had the serial number or MAC address removed or made illegible.
  - Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, print heads, carrying cases, paper, diskettes, tapes, ribbons and RFID tags
  - Product which, due to illegal or unauthorized alteration of the software/firmware in the Product, does not function in accordance with Motorola's published specifications or with the FCC or ETSI type acceptance labeling in effect for the Product at the time the Product was initially distributed from Motorola.
  - Scratches or other cosmetic damage to Product surfaces that does not affect the operation of the Product.
  - That the software in the Product will meet the purchaser's requirements or that the operation of the software will be uninterrupted or error-free.
  - Normal and customary wear and tear.

#### **HOW TO GET WARRANTY SERVICE**

Purchaser must notify Motorola's representative or call Motorola's Technical Support Centers at <u>http://motorola.com/wirelessnetworksolutions</u> within the applicable warranty period for information regarding warranty service.

#### **GENERAL PROVISIONS:**

This warranty sets forth the full extent of Motorola's responsibilities regarding the Product. Repair, replacement or refund of the purchase price, at Motorola's option, is the exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MOTOROLA 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, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

motorola.com/wirelessnetworksolutions

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