



## Motorola Product Warranty

a. Motorola Enterprise Mobility ("Motorola") hardware Products are warranted against defects in workmanship and materials for a period of twelve (12) months from the date of shipment, unless otherwise provided by Motorola in writing, 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.

Unless otherwise so provided: (i) 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 batteries, cables and product stands/holders (excluding consumables) are warranted for a period of thirty (30) days from date of shipment by Motorola.

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 Motorola for defective hardware Products is limited to repair or replacement (at Motorola's option) on a "return to service depot" basis with prior Motorola authorization. Customer is responsible for shipment to the Motorola and assumes all costs and risks associated with this transportation; return shipment to the Customer will be at Motorola's expense. Customer shall be responsible for return shipment charges for Product returned where Motorola determines there is no defect ("No Defect Found"), or for Product returned that Motorola determines is not eligible for warranty repair. No charge will be made to Buyer for replacement parts for warranty repairs. Motorola 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 Motorola during manufacture of the Product.

Motorola'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 Motorola, is to use commercially reasonable efforts to correct any reproducible material non conformity (as determined by Motorola at its sole discretion) by providing Buyer with: (a) telephone or e-mail access to report non conformance so that Motorola 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. . Motorola 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 Motorola'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 Motorola; (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 Motorola, or failure to perform



operator handling and scheduled maintenance instructions supplied by Motorola; 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, MOTOROLA 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 6 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.

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