

Vertex Standard Australia Products Limited Warranty & Liability

This warranty is given by Motorola Solutions Australia Pty Limited (ABN 16 004 742 312) of Tally Ho Business Park, 10 Wesley Court, Burwood East, Victoria.

Our goods come with guarantees that cannot be excluded under the Australia Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Motorola Solutions Australia's limited warranty below is in addition to any rights and remedies you may have under the Australian Consumer Law. If you have any queries, please call Motorola Solutions Australia at 1800 356 254.

I. What This Warranty Covers And For How Long:

Vertex Standard Australia warrants the Vertex Standard manufactured TWO-WAY RADIO Products listed below ("Product") against defects in material and workmanship under normal use and service for a period of time from the date of purchase as scheduled below:

TWO-WAY RADIO Mobile and Portable Units Accessories (including battery, antenna, charger, belt clip etc.)	Three (3) Years Product One (1) Year
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Vertex Standard Australia, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it (with a new or reconditioned Product), or refund the purchase price of the Product during the WARRANTY PERIOD provided it is returned in accordance with the terms of this warranty. Replaced parts or boards are warranted for the balance of the original applicable WARRANTY PERIOD. All replaced parts of Product shall become the property of Vertex Standard Australia. This express limited warranty is extended by Vertex Standard Australia to the original end user purchaser only and is not assignable or transferable to any other party. This is the complete warranty for the Product manufactured by Vertex Standard.

Vertex Standard Australia assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Vertex Standard. Unless made in a separate agreement between Vertex Standard Australia and the original end user purchaser,

Vertex Standard Australia does not warrant the installation, maintenance or service of the Product. Vertex Standard Australia cannot be responsible in any way for any ancillary equipment not furnished by Vertex Standard Australia 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 is expressly excluded from this warranty. Because each system which may use the Product is unique,

Vertex Standard Australia disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

II. General Provisions:

This warranty sets forth the full extent of Vertex Standard Australia's responsibilities regarding the Product. Repair, replacement or refund of the purchase price, at Vertex Standard Australia option, is the end user purchaser's sole exclusive remedy.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL VERTEX STANDARD AUSTRALIA 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 OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

III. What This Warranty Does Not Cover:

- A) Defects or damage resulting from use of the Vertex Standard Product in other than its normal and customary manner.
- B) Defects or damage occurring from misuse, abuse, accident, corrosion, fire, liquid intrusion, or neglect.
- C) Defects or damage from improper or unauthorized testing, operation, maintenance, service, repair, installation, alteration, modification, or adjustment.
- D) Breakage or damage to antennas unless caused directly by defects in material or workmanship.
- E) Vertex Standard Product that has not been operated in accordance with the procedures described in the operating instructions.
- F) Vertex Standard Product that has been subjected to unauthorized modifications, tampering, disassembly, use of non-genuine accessories or batteries or repairs (including the addition to the Vertex Standard Product of non-Vertex Standard supplied equipment if not authorized by Vertex Standard) which adversely affect performance of the Vertex Standard Product or interfere with Vertex Standard's normal warranty inspection and testing of the Vertex Standard Product to verify any warranty claim.
- G) Vertex Standard Product which has had the serial number removed or made illegible.
- H) Vertex Standard Product that has its seal(s) on non-user serviceable components or modules broken.
- I) Freight costs to the repair depot.
- J) Vertex Standard Product that has been subjected to illegal or unauthorized alteration of the software/firmware in the Vertex Standard Product.
- K) Scratches or other cosmetic damage to Vertex Standard Product surfaces that does not affect the operation of the Vertex Standard Product.
- L) Normal and customary wear and tear.
- M) Memory modules not programmed by Vertex Standard's Aftermarket Products Group.
- N) Warranty claims not made within the Warranty Period.

IV. Patent And Software Provisions:

Vertex Standard Australia will have no liability with respect to any claim of patent infringement which is based upon the combination of the Product or parts furnished hereunder with software, apparatus or devices not furnished by Vertex Standard Australia, nor will Vertex Standard Australia have any liability for the use of ancillary equipment or software not furnished by Vertex Standard Australia which is attached to or used in connection with the Product. The foregoing states the entire liability of Vertex Standard Australia with respect to infringement of patents by the Product or any parts thereof. Laws in Australia and other countries preserve for Vertex Standard Australia certain exclusive rights for copyrighted Vertex Standard software such as the exclusive rights to reproduce in copies and distribute copies of such Vertex Standard software. Vertex Standard software may be used in only the Product in which the software was originally embodied and such software in such Product may not be replaced, copied, distributed, modified in any way, or used to produce any derivative thereof. No other use including, without limitation, alteration, modification, reproduction, distribution, or reverse engineering of such Vertex Standard software or exercise of rights in such Vertex Standard software is permitted. No license is granted by implication, estoppel or otherwise under Vertex Standard patent rights or copyrights.

V. How To Get Warranty Service:

You must provide proof of purchase (bearing the date of purchase and Product item serial number) in order to receive warranty service and, also, deliver or send the Product item, transportation and insurance prepaid, to an authorized warranty service location. Warranty service will be provided by Vertex Standard Australia through one of its authorized warranty service locations. If you first contact the company which sold you the Product (e.g., dealer or communication service provider), it can facilitate your obtaining warranty service, repair service and technical support.

VI. Further Assistance From Vertex Standard Australia

You can also contact the Customer Help Desk at 1800 356 254 or through the following web address: www.vxstd.com.au

10 Wesley Court, Tally Ho Business Park, East Burwood, Victoria, 3151