

Motorola Australia Warranty ([click here](#))
Motorola New Zealand Warranty ([click here](#))

Motorola Australia Warranty
SCOPE AND DURATION OF WARRANTY

Motorola Personal Communications Sector, a division of Motorola Australia Pty Limited, A.C.N. 004 742 312 warrants each of its Motorola manufactured Cellular Subscriber Radio Telephone Products and Accessories (collectively "Equipment") purchased against defects in material and workmanship under normal use and service for the following period of time:

Cellular Subscriber Radio Telephone Products - one (1) year from the date of purchase specified by the product's serial number and verified by the original proof of purchase receipt.

Cellular Subscriber Radio Telephone Accessories -

Transportable and Carry Phone batteries 6 months from date of purchase
Portable or MicroTAC telephone batteries 6 months from date of purchase
Carrying cases sDefect free at time of shipment
Other Radio Telephone accessories 1 year from date of purchase

Motorola, at its option, will at no charge either repair or replace any Equipment during the warranty period, provided it is returned in accordance with the terms of this limited warranty to a servicer authorized by Motorola to perform warranty work on the Equipment. Repair may, at Motorola's option include the replacement of parts or boards with functionally equivalent reconditioned or new parts or boards. Replacement of parts, boards or Equipment will be warranted for the balance of the original warranty period or for ninety (90) days, whichever is longer. All replaced parts, boards and Equipment shall become the property of Motorola.

Batteries:

Motorola supplied batteries will be replaced without cost during the six (6) month period if: (1) The battery capacity falls below eighty percent (80%) of rated capacity, or (2) the battery develops leakage. The customer shall be responsible for all charges incurred in returning batteries to a Motorola authorized servicer. The warranty for the batteries becomes void if: (a) The batteries are charged by other than Motorola approved battery chargers specified for the charging of the battery; (b) Any of the seals on the battery enclosure or cells are broken or show evidence of tampering; (c) The battery is used in equipment or service other than the Equipment for which it is specified.

Motorola cannot be responsible in any way for any ancillary equipment not furnished by Motorola which is attached to and used in connection with the Equipment, or for the operation of the Equipment with any ancillary equipment. Damage caused by such ancillary equipment to the Equipment is not covered by this warranty.

THIS WARRANTY DOES NOT COVER:

- 1. Defects or damage resulting from the use of the Equipment in other than its normal and customary manner**
- 2. Defects or damage resulting from misuse, accident, impact or neglect**
- 3. Defects or damages from improper testing, operation, maintenance, installation, alteration, modification, or adjustment**
- 4. Breakage or damage to antennas unless caused directly by defects in material or workmanship**
- 5. Equipment disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim**
- 6. Equipment that has the serial number removed or made illegible**
- 7. Defects or damage due to the ingress of food or liquids; (h) Control unit coil cords that are stretched or have the eight**
- 8. pin modular connect tab broken; (i) All plastic surfaces and all other externally exposed parts that are scratched or damaged due to normal use; (j) The control unit coil cord and intercabling have a one (1) year warranty only.**
- 9. Motorola assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by a duly authorized employee of Motorola.**

HOW TO GET WARRANTY SERVICE:

In order to obtain service pursuant to this warranty return the Equipment to a Motorola authorized servicer. In the case of vehicular installation, the vehicle in which the Equipment is installed should be driven to the authorized servicer, as analysis of any problem may require inspection of the entire vehicular installation. In the case of non-vehicular installation, the unit, together with any detachable parts such as antennas, battery packs, and chargers, must be delivered to the authorized servicer, transportation and insurance prepaid. When sent or brought to any authorized servicer, the equipment must be accompanied by your name, address and telephone number; cellular telephone number; name of cellular carrier; a description of the problem; and a receipt bearing the mechanical serial number, date of purchase, and date of delivery or comparable proof of date of purchase or date of delivery.

GENERAL PROVISIONS:

The warranty sets forth Motorola's responsibilities regarding the Equipment under this warranty to the extent permitted by law. THIS WARRANTY CONTAINS MOTOROLA'S SOLE LIABILITY WITH RESPECT TO THE ACCESSORY SOLD AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS WHETHER STATUTORY OR OTHERWISE, OR WHETHER EXPRESS OR IMPLIED, WHICH ARE

SPECIFICALLY EXCLUDED TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW. UNDER NO CIRCUMSTANCE SHALL MOTOROLA'S LIABILITY EXCEED THE PURCHASE PRICE OF THE EQUIPMENT, EXCEPT FOR PERSONAL INJURY AND WHERE MOTOROLA IS NOT LEGALLY ALLOWED TO LIMIT ITS LIABILITY BY CONTRACT. IN NO EVENT SHALL MOTOROLA BE LIABLE AT LAW OR IN EQUITY FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE OR FAILURE OF ANY EQUIPMENT OR ANY DEFECT THEREIN OR ANY PART THEREOF FROM ANY CAUSE WHATSOEVER INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OF MOTOROLA OR ITS EMPLOYEES OR AGENTS, TO THE EXTENT PERMITTED BY LAW. AS MOTOROLA DOES NOT CONTROL ANY CELLULAR CARRIER, NO WARRANTY IS MADE AS TO, AND MOTOROLA ASSUMES NO RESPONSIBILITY AND LIABILITY FOR, ANY CARRIER'S RANGE, COVERAGE, DESIGN, GRADE OF SERVICE, AUDIO QUALITY, ACCESSORIES COMPATIBILITY, SYSTEM DOWNTIME, OR BILLING PRACTICES.

THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES YOU HAVE IN RESPECT OF THE EQUIPMENT UNDER THE TRADE PRACTICES ACT AND SIMILAR STATE AND TERRITORIAL LAWS.

[Back to Top](#)

Motorola New Zealand Warranty

HOW TO GET WARRANTY SERVICE

1. The sales outlet from which you purchased or rented your cellular phone is responsible for facilitating warranty service on your behalf.

To qualify for warranty service you will need to provide evidence of purchase date and include reference to the transceiver serial number, and electronic serial number.

If you are unable to return your cellular phone to the outlet from which you purchased the product, please contact an alternative authorised MOTOROLA Cellular Service Centre.

In the case of vehicular installation, the vehicle may need to be driven to an authorised Service Centre as diagnosis of any problem may require inspection of the entire installation. The sales outlet from which you sourced your cellular phone will be able to advise in this regard.

In the case of portable cellular phones, the unit or accessory, together with any detachable parts such as antennas, battery packs, and chargers must be returned to the sales outlet or Service Centre, freight and insurance prepaid. The product must be accompanied by your name, address, telephone number, cellular telephone number and a detailed description of the problem.

You will be advised if the fault can be repaired immediately or whether it will need to be returned to MOTOROLA for repair. In the case of your phone needing to be returned to MOTOROLA or an authorised MOTOROLA Cellular Service Centre for warranty repair, the sales outlet will, where possible, arrange for the provision of a service loan phone to you for the repair period.

THE WARRANTY

2. MOTOROLA warrants that:

2.1 All products (other than batteries) of its own manufacture sold by MOTOROLA to the Customer will at the date of purchase by the Customer and for a period of one (1) year thereafter be free from defects in materials and workmanship and will conform to MOTOROLA's applicable specifications or, if appropriate, to specifications accepted by MOTOROLA therefor.

2.2 All batteries of its own manufacture sold by MOTOROLA to the Customer will at the date of purchase and for a period of six (6) months thereafter be free from defects in material and workmanship and will conform to MOTOROLA's applicable specifications or, if appropriate, to specifications accepted by MOTOROLA therefor.

3. This express warranty is given in addition to any rights or remedies that may be available to the Customer under the Consumer Guarantees Act 1993 ("CGA"), and does not limit any rights and remedies available to the Customer under the CGA.

4. If the customer is a consumer (as that term is defined in the CGA) then:

4.1 This Warranty shall apply for the benefit of the Customer, and any Consumer acquiring from or through the Customer: and

4.2 Any of the provisions of this warranty which reduce, limit or are contrary to the guarantees and remedies contained in the CGA, shall be deemed deleted and omitted from this Warranty UNLESS the Customer is a Consumer who acquires the products for the purposes of a business, and the supplier of the products to the Customer has contracted out of the provisions of the CGA.

MOTOROLA'S OBLIGATION

5. MOTOROLA's obligation under this warranty is limited to, at MOTOROLA's option, either:

5.1 Repairing: or

5.2 Refunding the purchase price of: or

5.3 Replacing the products or part thereof (on an exchange basis) for which MOTOROLA is responsible under this warranty and for which written notice of the defect together with the product is forwarded to and received by MOTOROLA at the Customer's expense within thirty (30) days after the date upon which the Customer becomes aware of the defect. Under no circumstances will MOTOROLA accept any notification or return of the product after more than one (1) year and thirty (30) days from the date of purchase and in the case of batteries six (6) months and thirty (30) days from the date of purchase.

6. MOTOROLA's obligation for all portions of products not manufactured by MOTOROLA shall consist only of passing on to the Customer any warranty indemnification payment actually received by MOTOROLA from the original manufacturer so far as MOTOROLA is permitted to do so.

EXCLUSIONS FROM THE WARRANTY

7. In no event shall MOTOROLA be liable for any incidental or consequential damage caused to the Customer or to any third party.

8. This warranty shall not apply to:

8.1 Any products, or components manufactured by any other person or company other than MOTOROLA except for any warranty indemnification as specified in Clause 6.

8.2 Any faults which may have been caused by accessories (including batteries, chargers, or power supply devices) not manufactured by MOTOROLA but used in conjunction with or accompanying the products.

8.3 Antennas which are damaged or broken, unless caused directly by defects in material or workmanship

8.4 Any products in other than their original condition.

8.5 Any products which MOTOROLA determines have, by Customer or otherwise, been subjected to operating and/or environmental conditions in excess of the maximum specifications or operating instructions or otherwise have been subject to misuse, neglect, improper testing, installation, repair, alteration or modification of

any kind, or defects or damage due to spills of food or liquid or liquid residue.

8.6 Installation or maintenance performed by service personnel not authorised, qualified and/or equipped in MOTOROLA's opinion to perform such services.

8.7 Any other defects or faults which occur for reasons beyond the reasonable control of MOTOROLA.

9. MOTOROLA shall not be responsible in any contract or under any form of liability at law or equity or otherwise for any loss, damage, expense or injury of any kind whatsoever consequential or otherwise arising out of or in connection with the installation, use or failure of the products or any defect therein or any part thereof from any cause whatsoever including (and without limitation) the negligence of MOTOROLA or its employees or agents and whether or not any such matter amounts to a fundamental breach of a fundamental term of the contract

GENERAL

10. This warranty contains MOTOROLA's sole liability with respect to the products sold and all other warranties or representations whether statutory or otherwise and whether express or implied, oral or written, as to the state, quality or fitness of the products or coverage capabilities are hereby expressly excluded.

Under no circumstances shall MOTOROLA's liability exceed the purchase price of the product

11. The term "products" includes batteries unless expressly excluded.

This Cellular Telephone Accessory Warranty applies to Motorola manufactured cellular telephone accessory products sold separately from cellular telephones within New Zealand ('Accessories')

1. Motorola warrants that:

1.1 Accessories of its own manufacture sold by a dealer authorised by Motorola will at the date of purchase be free from defects in materials and workmanship and will conform to Motorola's applicable specifications or, if appropriate, to specifications accepted by Motorola therefor for the following periods from the date of purchase: Accessories: (other than batteries and carry cases) 12 months Batteries: 6 months

2. Motorola's obligation under this warranty is limited to, at Motorola's option, either:

2.1 Repairing; or Refunding the purchase price of; or Replacing the Accessory or part thereof (on an exchange basis) for which Motorola is responsible under this warranty and for which written notice of the defect together with the Accessory in forwarded to and received by Motorola at the owner's expense within thirty (30) days after the date upon which the owner becomes aware of the defect. Under no circumstances will Motorola accept any notification or return of the Accessory after more than thirty (30) days from the expiration of the applicable warranty period.

2.2 Repaired or replaced Accessories are warranted for 90 days from the service date or for the remainder of the original warranty period for the Accessory, whichever is longer.

2.3 All replaced items shall become the property of Motorola.

EXCLUSIONS AND LIMITATIONS

3. This warranty shall not apply to:

3.1 Any faults which may have been caused by products (including Batteries, chargers, or power supply devices) not manufactured by Motorola but used in conjunction with or accompanying the Accessory.

3.2 Any Accessory in other than its original condition.

3.3 Any Accessory which Motorola determines has, by the owner or otherwise, been subjected to operating and/or environmental conditions in excess of the maximum specifications or operating instructions or otherwise has been subject to misuse, neglect, improper testing, installation, repair, alteration or modification of any kind, or defects or damage due to spills of food or liquid or liquid residue.

3.4 Installation or maintenance performed by service personnel not authorised, qualified or equipped in Motorola's opinion to perform such services.

3.5 Any other defects or faults which occur for reasons beyond the reasonable control of Motorola.

4. Motorola shall not be responsible in any contract or under any form of liability at law or equity or otherwise for any loss, damage, expense or injury of any kind whatsoever consequential incidental or otherwise arising out of or in connection with the installation, use or failure of the Accessory or any defect therein or any part thereof from any cause whatsoever including (and without limitation) the negligence of Motorola or its employees or agents and whether or not any such matter amounts to a fundamental breach of a fundamental term of the contract.

5. This warranty contains Motorola's sole liability with respect to the Accessory sold and all other warranties or representations whether statutory or otherwise and whether express or implied, oral or written, as to the state, quality or Fitness of the accessories or coverage capabilities are hereby expressed excluded to the maximum extent permitted by law. Under no circumstances shall Motorola's liability exceed the purchase price of the Accessory.

6. The benefits conferred by this express warranty are in addition to and do not limit any statutory rights or remedies that may be available to the owner under relevant legislation in the country of purchase.

7. This Warranty shall apply for the benefit of the owner, and any consumer acquiring from or through the owner, provided that any request for service is accompanied by proof of purchase.

HOW TO GET WARRANTY SERVICE

8. The sales outlet from which the original owner purchased the Accessory is responsible for facilitating warranty service. To qualify for warranty service you will need to provide proof of the original purchase. If you are unable to return your Accessory to the outlet from which the Accessory was purchased, please contact an alternative authorised Motorola Cellular Service Centre.

9. In the case of vehicular installation, the vehicle may need to be driven to an authorised Motorola Service Centre as diagnosis of any problem may require inspection of the entire installation. The sales outlet from which the Accessory was purchased will be able to advise in this regard.

10. In the case of a portable Accessory, the Accessory must be returned to the original sales outlet or authorised Motorola Service Centre, freight and insurance prepaid. The Accessory must be accompanied by your name, address, telephone number, proof of purchase, cellular phone number and a detailed description of the problem.

[Back to Top](#)