

WARRANTY INFORMATION

Motorola guarantees to you, the original purchaser, the Personal Communicator and accessories which you have purchased from an authorised Motorola dealer (the "Products"), to be in conformance with the applicable Motorola specifications current at the time of manufacture for a different period of time from date of purchase of the Product(s) (warranty term).

The warranty period starts at the time of the Product(s) original purchase by the first end-user. The Product may consist of several different parts and different parts may be covered by a different warranty period (hereinafter "Warranty Period"). The different Warranty Periods are:

- a) Twelve (12) months for the Personal Communicator and for accessories (whether included in the Product sales package or sold separately) other than the consumable parts and accessories listed in (b) and (c) below;
- b) Six (6) months for the following consumable parts and accessories: batteries, and
- c) Ninety (90) days for the media on which any software is provided e.g. CD-ROM, memory card.

You must inform Motorola of the lack of conformity to the applicable specifications of any of the Products within a period of two (2) months from the date on which you detect a defect in material, workmanship or lack of conformity and in any event within a term not to exceed the Warranty Term, and must immediately submit the Product for service to Motorola's Authorised Repair or Service Centre. Motorola shall not be bound by Product related statements not directly made by Motorola nor any warranty obligations applicable to the seller.

During the Warranty term, Motorola will, at its discretion and without extra charge, as your exclusive remedy, repair or replace your Product which does not comply with this warranty; or failing this, to reimburse the price of the Product but reduced to take into account the use you have had of the Product since it was delivered. This warranty will expire at the end of the Warranty Term.

This is the complete and exclusive warranty for a Motorola Personal Communicator and accessories and in lieu of all other warranties, terms and conditions, whether express or implied.

Where you purchase the product other than as a consumer, Motorola disclaims all other warranties, terms and conditions express or implied, such as fitness for purpose and satisfactory quality.

In no event shall Motorola be liable for damages nor loss of data in excess of the purchase price nor for any incidental special or consequential damages¹ arising out of the use or inability to use the Product, to the full extent such may be disclaimed by law.

This Warranty does not affect any statutory rights that you may have if you are a consumer, such as a warranty of satisfactory quality and fit for the purpose for which products of the same type are normally used under normal use and service, nor any rights against the seller of the Products arising from your purchase and sales contract.

HOW TO GET WARRANTY SERVICE?

In most cases the authorised Motorola dealer which sold and/or installed your Motorola Personal Communicator and original accessories will honour a warranty claim and/or provide warranty service. Alternatively, for further information on how to get warranty service, please contact either the customer service department of your service provider or go to

<http://www.motorola.com/support/warrantyselector>

Where, in the Country of purchase, there is a statutory requirement to provide extended repair service to consumers beyond the first year of purchase (South Africa and Portugal), this warranty will be provided by Motorola Authorised Service Centres or Motorola directly appointed dealers in the country of purchase according to the terms of this warranty information document.

However, please note that you will be referred back to the place of purchase, if the Motorola Dealer has purchased the product directly from Motorola, in the country of purchase or in a country where Motorola is not required to support supplementary repair service during the second year of purchase because of the statutory obligations that may apply to the seller or importer of the product, but not to the manufacturer, to provide an extended warranty to consumers beyond the first year.

¹ including without limitation loss of use, loss of time, loss of data, inconvenience, commercial loss, lost profits or savings.

CLAIMING

In order to claim the warranty service, you must return the Personal Communicator and/or accessories in question to Motorola's Authorised Repair or Service Centre in the original configuration and packaging as supplied by Motorola. Please avoid leaving any supplementary items like SIM cards. The Product should also be accompanied by a label with your name, address, and telephone number; name of operator and a description of the problem. In the case of vehicular installation, the vehicle in which the Personal Communicator is installed should be driven to the Authorised Repair or Service Centre, as analysis of any problem may require inspection of the entire vehicular installation.

In order to be eligible to receive warranty service, you must present your receipt of purchase or a comparable substitute proof of purchase bearing the date of purchase. The phone should also clearly display the original compatible electronic serial number (IMEI) and mechanic serial number [MSN]. Such information is contained with the Product.

You must ensure that any and all repairs or servicing is handled at all times by a Motorola Authorised Service Centre in accordance with the Motorola Service requirements.

In some cases, you may be requested to provide additional information concerning the maintenance of the Products by Motorola Authorised Service Centres only, therefore it is important to keep a record of any previous repairs, and make them available if questions arise concerning maintenance.

CONDITIONS

This warranty will not apply if the type or serial numbers on the Product have been altered, deleted, duplicated, removed, or made illegible. Motorola reserves the right to refuse free-of-charge warranty service if the requested documentation can not be presented or if the information is incomplete, illegible or incompatible with the factory records.

Repair, at Motorola's option, may include reflashing of software, the replacement of parts or boards with functionally equivalent, reconditioned or new parts or boards. Replaced parts, accessories, batteries, or boards are warranted for the balance of the original warranty time period. The Warranty

Term will not be extended. All original accessories, batteries, parts, and Personal Communicator equipment that have been replaced shall become the property of Motorola. Motorola does not warrant the installation, maintenance or service of the products, accessories, batteries or parts.

Motorola will not be responsible in any way for problems or damage caused by any ancillary equipment not furnished by Motorola which is attached to or used in connection with the Products, or for operation of Motorola equipment with any ancillary equipment and all such equipment is expressly excluded from this warranty.

When the Product is used in conjunction with ancillary or peripheral equipment not supplied by Motorola, Motorola does not warrant the operation of the Product/peripheral combination and Motorola will not honour any warranty claim where the Product is used in such a combination and it is determined by Motorola that there is no fault with the Product. Motorola specifically disclaims any responsibility for any damage, whether or not to Motorola equipment, caused in any way by the use of the Personal Communicator, accessories, software applications and peripherals (specific examples include, but are not limited to: batteries, chargers, adapters, and power supplies) when such accessories, software applications and peripherals are not manufactured and supplied by Motorola.

WHAT IS NOT COVERED BY THE WARRANTY

This warranty is not valid if the defects are due to damage, misuse, tampering, neglect or lack of care and in case of alterations or repair carried out by unauthorised persons.

The following are examples of defects or damage not covered by this product warranty:

- 1 Defects or damage resulting from use of the Product in other than its normal and customary manner.
- 2 Defects or damage from misuse, access to incompatible sources, accident or neglect.
- 3 Defects or damage from improper testing, operation, maintenance, installation, adjustment, unauthorised software applications or any alteration or modification of any kind.

- 4 Breakage or damage to antennas unless caused directly by defects in material or workmanship.
- 5 Products disassembled or repaired other than by Motorola in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim.
- 6 Defects or damage due to range, coverage, availability, grade of service, or operation of the cellular system by the cellular operator.
- 7 Defects or damage due to moisture, liquid or spills of food.
- 8 Control unit coil cords in the Product that are stretched or have the modular tab broken.
- 9 All plastic surfaces and all other externally exposed parts that are scratched or damaged due to customer normal use.
- 10 Leather cases (which are covered under separate manufacturer's warranties).
- 11 Products rented on a temporary basis.
- 12 Periodic maintenance and repair or replacement of parts due to normal wear and tear.

Note: The talk-time, stand-by time and total life cycle of a Motorola rechargeable battery for your Personal Communicator will depend on usage conditions and network configurations. As a consumable product, the specifications indicate that you should be able to obtain optimum performance for your Motorola Personal Communicator within the first six months from date of purchase and up to (200) charges (Optimum Performance Time).

The warranty for Motorola rechargeable batteries becomes void if (i) the batteries are charged other than by Motorola approved battery chargers specified for the charging of the battery, (ii) any of the seals on the battery are broken or show evidence of tampering, (iii) the battery is used in equipment or service other than the cellular telephone equipment for which it is specified.

Depending on operating conditions and your usage habits, wear and tear might take place of components including mechanical problems related to Product housing, paint, assembly, sub-assemblies, displays and keyboards and any accessories which are not part of the Product's in-box configuration. The rectification of faults generated through wear and tear and the use of consumable items like batteries beyond their Optimum Performance Time as indicated in the product manual is considered to be your responsibility and therefore Motorola will not provide the free Warranty repair service for these items.

INSTALLED DATA

Please make and retain a note of all data you have inserted into your Product for example names, addresses, phone numbers, user and access codes, notes, etc. before submitting your Product for a Warranty service as such data may be deleted or erased as part of the repair or service process.

Please note if you have downloaded material onto your Product, for example, ring tones, ring tunes, screensavers, wallpaper, games, etc. these may be deleted or erased as part of the repair process or testing process. Motorola shall not be responsible for such matters. The repair or testing process should not affect any such material that was installed by Motorola on your Product as a standard feature.

OUT OF WARRANTY REPAIRS

If you request Motorola to repair your Product any time after the Warranty term or where this warranty does not apply due to the nature of the defect or fault, then Motorola may at its discretion carry out such repairs subject to you paying Motorola its fees for such a repair or it may refer you to an authorised third party to carry out such repairs.