



AWR Advantage Two-way Radio One (1) Year Warranty Certificate

Advanced Wireless Communications ("AWC") warrants its business two-way radios and accessories purchased directly from AWC or an authorized AWC dealer in the United States (the "Products") as follows:

WHAT IS COVERED AND WHAT IS EXCLUDED

Except as specified below, Products will be free from defects in material and workmanship under normal use and service for the time specified below. The following are not covered by this Warranty:

1. Damage, defects, deterioration or failure resulting from:
 - A. Accident, misuse, negligence, abuse, neglect, improper handling, product modification or failure to follow instructions contained in your Owners Manual.
 - B. Improper or unauthorized testing, operation, alteration, disassembly, modification, adjustment or repairs.
 - C. Exposure to fire, water, excessive moisture, dampness, extreme changes in climate or temperature or other acts which are not the fault of AWC and which the Product is not specified to tolerate.
 - D. Repair or attempted repair by anyone not authorized by AWC.
 - E. Installation of parts or accessories that do not conform to the quality or specifications of the original parts or accessories.
 - F. Installation of the Product in, or removal of the Product from, the vehicle or other site of its use.
 - G. Use of a Product in conjunction with hardware or software electrically or mechanically incompatible with such Product.
 - H. Use of a Product in conjunction with accessories or ancillary equipment not supplied by AWC.
 - I. Normal and customary wear and tear.
2. Damage, defects, deterioration, failure or loss occurring during shipment (claims must be presented to the carrier).
3. Any unit which is not new when sold to the first end user or upon which the serial number has been defaced, modified or removed.
4. Damage, defects, deterioration or failure of antennas unless caused directly by defects in material and workmanship.
5. Damage, defects, deterioration or failure of rechargeable batteries if any of the seals on the battery enclosure of cells are broken or show evidence of tampering or if caused by use of the batteries in equipment or service other than in conjunction with the Product for which it is specified.

USE OF THE PRODUCT WITH ACCESSORIES OR OTHER EQUIPMENT NOT SUPPLIED BY AWC OR OTHERWISE NOT EXPRESSLY AUTHORIZED BY AWC MAY BE DANGEROUS AND WILL VOID THE PRODUCT WARRANTY. ALL SUCH ACCESSORIES AND ANCILLARY EQUIPMENT ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY. BECAUSE EACH SYSTEM THAT MAY INCORPORATE A PRODUCT IS UNIQUE, AWC DISCLAIMS ANY LIABILITY OR WARRANTY COVERAGE FOR OR WITH RESPECT TO RANGE, COVERAGE OR OPERATIONS OF THE SYSTEM AS A WHOLE.

HOW LONG IS THE WARRANTY

This Warranty will remain in effect for one (1) years for the AWR Advantage two-way radio (portable radio). One (1) year for AWR Advantage accessories including rechargeable batteries, six unit chargers, and individual chargers. Warranty is measured from the date of purchase by the first end user.

WHO IS PROTECTED

This Warranty is enforceable only by the first end user. Transfer or resale of a Product will automatically terminate the warranty coverage with respect to that Product. This Warranty is not transferable to any third party, including but not limited to any subsequent purchaser or owner of the Product.

WHAT WE WILL DO AND HOW TO OBTAIN WARRANTY SERVICE

AWC will, at its sole absolute discretion, either repair or replace a Product with a new or a rebuilt unit (which unit may include new and/or reconditioned parts) if found by AWC to be defective in material and workmanship. If AWC determines that it is unable to repair or replace such Product, AWC shall refund the purchase price for such Product. The foregoing is subject to your returning the defective Product to an authorized AWC dealer or authorized service center within the Warranty period, accompanied by a sales receipt or other evidence of the date of purchase. If it is necessary to ship the Product for Warranty service, you are responsible for the initial shipping charges, but AWC will pay the return shipping charges if the Product is repaired or replaced under Warranty. You are responsible for any charges incurred in removing the Product from the vehicle or other site of use and for re-installation of the repaired or replaced Product. All replaced Products or parts and Products or parts for which a refund has been given will become the property of AWC.

EXCLUSION OF OTHER WARRANTIES AND DAMAGES

Unless considered unlawful or unenforceable under applicable law:

- A. THIS IS THE COMPLETE WARRANTY GIVEN BY AWC AND IT IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. AWC ASSUMES NO OBLIGATIONS OR LIABILITY FOR ADDITIONS OR MODIFICATIONS TO THIS WARRANTY. ALL IMPLIED WARRANTIES WITH RESPECT TO PRODUCTS, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.
- B. AWC'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT, AT AWC'S OPTION OF ANY DEFECTIVE PRODUCT, AND SHALL NOT INCLUDE DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, SPECIAL, GENERAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR LOSS OF PROFITS OR SAVINGS OR ANTICIPATED PROFITS OR SAVINGS.

This Warranty is enforceable only in the United States of America and governed by the laws of the State of Minnesota.

If a problem develops during or after the Warranty Period, or if you have any questions regarding the operation of the product, you should contact your AWC Authorized Dealer or Authorized Service Center. If the problem or your question is not handled to your satisfaction, please contact our Customer Service Department at (800) 475-5852.

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