
8. General Information

If your product is not working properly....

1. Read this User's Guide or the Quick Start Guide.
2. Contact Customer Service:
US and Canada 1-888-331-3383
Email: motorola@encompass.com

To order a replacement battery pack, contact customer service.

Consumer Products and Accessories Limited Warranty ("Warranty")

Thank you for purchasing this Motorola branded product manufactured under license by Binatone Electronics International LTD ("BINATONE").

What Does this Warranty Cover?

Subject to the exclusions contained below, BINATONE warrants that this Motorola branded product ("Product") or certified accessory ("Accessory") sold for use with this product that it manufactured to be free from defects in materials and workmanship under normal consumer usage for the period outlined below. This Warranty is your exclusive warranty and is not transferable.

Who is covered?

This Warranty extends only to the first consumer purchaser, and is not transferable.

What will BINATONE do?

BINATONE or its authorised distributor at its option and within a commercially reasonable time, will at no charge repair or replace any Products or Accessories that does not conform to this Warranty. We may use functionally equivalent reconditioned/ refurbished/ pre-owned or new Products, Accessories or parts.

What Other Limitations Are There?

ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY, OTHERWISE THE REPAIR OR REPLACEMENT PROVIDED UNDER THIS EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE CONSUMER, AND IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IN NO EVENT SHALL MOTOROLA OR BINATONE BE LIABLE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR ACCESSORY, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE PRODUCTS OR ACCESSORIES TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW.

Some jurisdictions do not allow the limitation or exclusion of incidental or consequential damages, or limitation on the length of an implied warranty, so the above limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights that vary from one jurisdiction to another.

Products Covered	Length of Coverage
Consumer Products	One (1) year from the date of the products original purchase by the first consumer purchaser of the product.
Consumer Accessories	Ninety (90) days from the date of the accessories original purchase by the first consumer purchaser of the product.
Consumer Products and Accessories that are Repaired or Replaced	The balance of the original warranty or for Ninety (90) days from the date returned to the consumer, whichever is longer.

Exclusions

Normal Wear and Tear. Periodic maintenance, repair and replacement of parts due to normal wear and tear are excluded from coverage.

Batteries. Only batteries whose fully charged capacity falls below 80% of their rated capacity and batteries that leak are covered by this Warranty.

Abuse & Misuse. Defects or damage that result from: (a) improper operation, storage, misuse or abuse, accident or neglect, such as physical damage (cracks, scratches, etc.) to the surface of the product resulting from misuse; (b) contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat, or food; (c) use of the Products or Accessories for commercial purposes or subjecting the Product or Accessory to abnormal usage or conditions; or (d) other acts which are not the fault of MOTOROLA or BINATONE, are excluded from coverage.

Use of Non-Motorola branded Products and Accessories. Defects or damage that result from the use of Non-Motorola branded or certified Products or Accessories or other peripheral equipment are excluded from coverage.

Unauthorized Service or Modification. Defects or damages resulting from service, testing, adjustment, installation, maintenance, alteration, or modification in any way by someone other than MOTOROLA, BINATONE or its authorized service centers, are excluded from coverage.

Altered Products. Products or Accessories with (a) serial numbers or date tags that have been removed, altered or obliterated; (b) broken seals or that show evidence of tampering; (c) mismatched board serial numbers; or (d) nonconforming or non-Motorola branded housings, or parts, are excluded from coverage.

Communication Services. Defects, damages, or the failure of Products or Accessories due to any communication service or signal you may subscribe to or use with the Products or Accessories is excluded from coverage.

How to Obtain Warranty Service or Other Information?

To obtain service or information, please call:

US and Canada 1-888-331-3383

Email: motorola@encompass.com

You will receive instructions on how to ship the Products or Accessories at your expense and risk, to a BINATONE Authorised Repair Center.

To obtain service, you must include: (a) the Product or Accessory; (b) the original proof of purchase (receipt) which includes the date, place and seller of the Product; (c) if a warranty card was included in your box, a completed warranty card showing the serial number of the Product; (d) a written description of the problem; and, most importantly; (e) your address and telephone number.

These terms and conditions constitute the complete warranty agreement between you and BINATONE regarding the Products or Accessories purchased by you, and supersede any prior agreement or representations, including representations made in any literature publications or promotional materials issued by BINATONE or representations made by any agent employee or staff of BINATONE, that may have been made in connection with the said purchase.