

WARRANTY INFORMATION

See attachments for specific details of warranty process and coverage.

800 MHZ SUBSCRIBER EQUIPMENT WARRANTY

Subscriber equipment warranty (mobile, portable and control station) is 36 months from December 1, 2018, the date of system acceptance. Motorola warranty service is covered to November 30, 2021. Warranty repairs are handled by the Motorola Repair Facility. Agencies must create a sub-account with Motorola for shipping purposes or may use Wells Communications to ship. Wells charges a small fee for this service.

Portables – Must be shipped to Motorola for service

Mobiles and Control Stations – Wells will remove defective radio from unit/station and permanently replace it with a fully operational radio programmed with the unit's UID. County will cover service call if repairs are covered by warranty. If determined that the repairs are not covered by warranty service, costs will be the responsibility of the originating agency and billed accordingly.

PAGER WARRANTY

VHF Pagers provided through the grant are warrantied for 24 months, thru September 30, 2019. Pagers must be serviced by Motorola at their repair depot.

VEETRONIX SIREN RECEIVERS

These receivers are serviced by Wells Communications under the County's maintenance contract. Service is provided at no cost for fire departments during normal business hours, Monday to Friday 8 am to 5 pm. Emergency repairs are not covered by the County's service agreement with Wells Communications and costs would be the responsibility of the originating agency.

EF JOHNSON RADIOS

All EFJ equipment has been declared surplus and has no value. Each agency is permitted to dispose of this radio equipment consistent with local jurisdictional guidelines.

**PORTABLE
MOBILE
CONTROL STATION
WARRANTY**

Please complete this form to create a Motorola User ID.
This will begin the process of applying for access to Motorola Online.

Open a browser and navigate to the following website:

<https://businessonline.motorolasolutions.com/Member/admin/newmoluser/newtomol.asp>

User Id (Required): Your Motorola User ID should be between 6 to 15 characters and contain only letters and numbers. The Motorola User ID should not contain any special characters like symbols (*, &, %, etc.) or spaces.

Password (Required): Your password must be between 8 to 15 characters long and contain a mix of letters and numbers. You should avoid using your name or parts of your name. Common words that can be found in the dictionary should also be avoided.

Confirm Password (Required): Re-enter your password. This will be used to confirm that you have entered your password correctly.

First Name (Required): Please enter your First Name.

Last Name (Required): Please enter your Last Name.

Email Address (Required): Please enter the email address where the Motorola Online Help Desk may contact you. Valid email addresses should be in the form of your_address@your_company.com

Confirm Email Address (Required): Reenter your email. This will be used to confirm that you have entered your email address correctly.

Job Title (Optional): Please enter your Job Title.

Motorola Contact (Optional): If you know name of your Motorola Contact, please enter it here. This information will assist the Motorola Online Help Desk to set up your account.

Customer Number (Optional): If you know your customer number, please enter it here. This information will assist the Motorola Online Help Desk to set up your account.

Company/Organization's Name (Required): Please enter your company/organization's Name.

Street Address (Required Optional): Please enter your company's street address.

City (Required Optional): Please enter your company's city.

State/Province (Required for US and Canada only): Please enter select your company's state or province.

Zip/Postal Code (Required for US and Canada only): Please enter your company's Zip or Postal Code.

Country (Required): Please select your company's country.

Telephone Phone (Required): Please enter the Phone Number where the Motorola Online Help Desk may contact you.

Fax Number (Optional): Please enter your company's fax number.

Business Sector (Optional): Please select the Motorola business sector that you do business with most. If you are not sure of your sector, please do not make any selection.

Requesting Company Administrative Rights (Optional): Check this check box, if you are the first user to be set up on Motorola Online or if you would like to request user administration permission for your company.

Submit Button (Required): Please ensure that you have entered all required information, Then click the submit button to create your Motorola user ID and to begin the process of applying for access to Motorola Online.

COMMERCIAL WARRANTY

Rensselaer County
BPS

LIMITED WARRANTY MOTOROLA COMMUNICATION PRODUCTS

For the APX4000, APX4500 & APX6500 subscribers purchased pursuant to the Communications System Agreement signed by Motorola and Rensselaer County December 17, 2014, the warranty contained in that written agreement will apply.

I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG:

Motorola Solutions, Inc. ("Motorola") warrants the Motorola manufactured radio communications product, including original equipment crystal devices and channel elements ("Product"), against material defects in material and workmanship under normal use and service for a period of 36 months from the date of system acceptance.

Motorola, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it with the same or equivalent Product (using new or reconditioned Product), or refund the purchase price of the Product during the warranty period provided purchaser notifies Motorola according to the terms of this warranty. Repaired or replaced Product is warranted for the balance of the original applicable warranty period. All replaced parts of the Product shall become the property of Motorola.

This express limited warranty is extended by Motorola to the original end user purchaser purchasing the Product for purposes of leasing or for commercial, industrial, or governmental use only, and is not assignable or transferable to any other party. This is the complete warranty for the Product manufactured by Motorola. Motorola assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola. Unless made in a separate written agreement between Motorola and the original end user purchaser, Motorola does not warrant the installation, maintenance or service of the Product.

Motorola cannot be responsible in any way for any ancillary equipment not furnished by Motorola 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, Motorola 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 Motorola's responsibilities regarding the Product. Repair, replacement or refund of the purchase price, at Motorola's option, is the exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MOTOROLA 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, INDIRECT 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. HOW TO GET WARRANTY SERVICE:

Purchaser must notify Motorola's representative or call Motorola's Customer Response Center at 1-800-247-2346 within the applicable warranty period for information regarding warranty service.

IV. WHAT THIS WARRANTY DOES NOT COVER:

- A. Defects or damage resulting from use of the Product in other than its normal and customary manner.
- B. Defects or damage from misuse, accident, water, or neglect.
- C. Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
- D. Breakage or damage to antennas unless caused directly by defects in material workmanship.
- E. A Product subjected to unauthorized Product modifications, disassemblies or repairs (including, without limitation, the addition to the Product of non-Motorola supplied equipment) which adversely affect performance of the Product or interfere with Motorola's normal warranty inspection and testing of the Product to verify any warranty claim.
- F. Product which has had the serial number removed or made illegible.
- G. Batteries (they carry their own separate limited warranty).
- H. A Product which, due to illegal or unauthorized alteration of the software/firmware in the Product, does not function in accordance with Motorola's published specifications or with the FCC type acceptance labeling in effect for the Product at the time the Product was initially distributed from Motorola.
- I. Scratches or other cosmetic damage to Product surfaces that does not affect the operation of the Product.
- J. That the software in the Product will meet the purchaser's requirements or that the operation of the software will be uninterrupted or error-free.
- K. Normal and customary wear and tear.
- L. Non-Motorola manufactured equipment unless bearing a Motorola Part Number in the form of an alpha numeric number (i.e., TDE6030B).

V. GOVERNING LAW

In the case of a Product sold in the United States and Canada, this Warranty is governed by the laws of the State of Illinois and the Province of Ontario, respectively.

VI. PATENT AND SOFTWARE PROVISIONS:

Motorola will defend, at its own expense, any suit brought against the end user purchaser to the extent that it is based on a claim that the Product or its parts infringe a United States patent, and Motorola will pay those costs and damages finally awarded against the end user purchaser in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following:

- A. that Motorola will be notified promptly in writing by such purchaser of any notice of such claim;
- B. that Motorola will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and
- C. should the Product or its parts become, or in Motorola's opinion be likely to become, the subject of a claim of infringement of a United States patent, that such purchaser will permit Motorola, at its option and expense, either to procure for such purchaser the right to continue using the Product or its parts or to replace or modify the same so that it becomes non-infringing or to grant such purchaser a credit for the Product or its parts as depreciated and accept its return. The depreciation will be an equal amount per year over the lifetime of the Product or its parts as established by Motorola.

Motorola will have no liability with respect to any claim of patent infringement which is based upon the combination of the Product or its parts furnished hereunder with software, apparatus or devices not furnished by Motorola, nor will Motorola have any liability for the use of ancillary equipment or software not furnished by Motorola which is attached to or used in connection with the Product. The foregoing states the entire liability of Motorola with respect to infringement of patents by the Product or any its parts thereof.

Laws in the United States and other countries preserve for Motorola certain exclusive rights for copyrighted Motorola software such as the exclusive rights to reproduce in copies and distribute copies of such Motorola software. Motorola 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 Motorola software or exercise of rights in such Motorola software is permitted. No license is granted by implication, estoppels or otherwise under Motorola patent rights or copyrights.

**PAGER
WARRANTY**

mark4200@outlook.com

From: KEVIN RYAN <kevinryan@motorolasolutions.com>
Sent: Saturday, November 4, 2017 11:09 AM
To: Mark Lacivita
Cc: PAUL Glasser (W) (PGlasser@renesco.com); Jim Adams
Subject: Re: A few items
Attachments: MOL Account creation.docx

Mark,

Pager warranty(extension) has been processed internally. Under the pager warranty, the pager needs to be shipped back to the depot. The procedure for requesting warranty repair is accomplished through Motorola On Line (MOL). For ease of use, I would suggest that the FD's drop off pagers at Wells Communications and have them process the warranty request and ship the pagers to the depot.

As far as an instruction sheet, I believe you could offer your departments the following two options:

Option 1) Drop off defective pagers to Wells Communications. Wells would fill out the warranty request form on MOL and charge the individual department a shipping and handling fee. (Customer is responsible for shipping to the depot, warranty covers return shipping).

Option 2) End user department would need to apply for a Motorola customer account (through Wells) if they don't already have one, and create an account on MOL to fill out the warranty request form. Shipping labels are created from this process. The end user department is responsible for shipping costs to the depot.

Obviously option 2 requires some leg work up front to apply for a customer account, and then create an MOL account. However, if the Fire/EMS Departments in Rensselaer County would like to purchase off of the NYS OGS Contract or need to purchase equipment with the Rensselaer County subscriber discounts, they would need to have a Motorola customer account. Wells has already started the process of creating accounts for departments that don't have one for them to purchase off the state or county contract. Wells Communications is the assigned Manufacturers Representative for all Rensselaer County Fire and EMS departments and will process all state contract and County contract orders.

I have attached the procedure for applying for a MOL account.

Let me know if you have any questions.

Thanks,

Kevin

Kevin Ryan

**Senior Account Manager
Motorola Solutions, Inc.**

motorolasolutions.com

O: +518.674.2962