

Warranty

- A. RadioMobile warrants to the Buyer that during the applicable warranty period:
 - a) the products meet, in all material respects, the applicable specifications for such products in effect
 - b) the products are free from all material defects in materials and workmanship under normal use and service
- B. RadioMobile products provided here have a warranty period of **five (5) years**. The warranty period begins on the F.O.B. date of shipment from RadioMobile.
- C. RadioMobile's sole obligations pursuant to this warranty, and the sole remedies of the Buyer and of any subsequent purchaser, shall be limited to the repair or replacement, in RadioMobile's sole discretion, of any of the products that do not conform to this warranty during the applicable warranty period.
- D. This warranty shall be invalidated if the products
 - a. have not been installed, handled, or used in accordance with industry standard practices
 - b. have been modified or disassembled by the Buyer
 - c. have been damaged through misuse, mishandling, negligence, or abuse of the Buyer
 - d. have their warranty seals broken, damaged, or destroyed
 - e. have been subjected to repairs or attempted repairs by any person other than RadioMobile
- E. Under its warranty, RadioMobile typically accepts no questions asked, non-functioning products with the exception of the above
- F. In no respect shall RadioMobile incur any liability for any damages, including, but limited to, direct, indirect, special, or consequential damages arising out of, resulting from, or any way connected to the use of the item, whether or not based upon warranty, contract, or otherwise; whether or not injury was sustained by persons or property or otherwise; and whether or not loss was sustained from, or arose out of, the results of, the item, or any products or services that may be provided by RadioMobile.
- G. THE WARRANTY SET FORTH ABOVE IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Maintenance

All maintenance terms and requirements described in this section will remain in effect from project initiation through project completion for a minimum period of **five years** from the F.O.B. date of shipment from RadioMobile.

Trained customer staff will provide a first level of response for all routine MDC trouble calls including reports of failed hardware.

If customer staff is not able to repair a reported problem then the problem will be escalated to RadioMobile for resolution.

RadioMobile shall offer phone/email access to qualified support technicians to provide support during normal business hours.

Customer will provide to RadioMobile an authorized contact to place requests for service.

RadioMobile will provide 2 hour response to calls made within normal business hours for support, including immediate efforts leading to resolution

Failed equipment will be sent to RadioMobile by customer for replacement/correction.

RadioMobile will repair or replace the equipment with similar, or better, new equipment within 48hrs. If this time frame is not achievable, customer will be notified.

Customer shall bear shipping charges while shipping to RadioMobile and RadioMobile will bear charges for equipment shipped back to customer matching (or exceeding) customer's shipping mechanism.

Address for repairs/returns:

RadioMobile, div of RF Industries
Sub: Returns/Repairs
8801 Kenamar Drive,
San Diego, CA 92121
Phone: 858.530.1060

RadioMobile recommends the customer purchase adequate spares to ensure business continuity.