# **KENWOOD**

# WARRANTY ON LAND MOBILE RADIOS AND ACCESSORIES

JVCKenwood USA Corporation ("KENWOOD") warrants its Land Mobile Radios and accessories purchased from an authorized KENWOOD 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 KENWOOD and which the Product is not specified to tolerate.
  - D. Repair or attempted repair by anyone not authorized by KENWOOD.
  - 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 KENWOOD.
  - I. Normal and customary wear and tear.
  - 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 KENWOOD OR OTHERWISE NOT EXPRESSLY AUTHORIZED BY KENWOOD 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, KENWOOD DISCLAIMS ANY LIABILITY OR WARRANTY COVERAGE FOR OR WITH RESPECT TO RANGE, COVERAGE OR OPERATION OF THE SYSTEM AS A WHOLE.

#### HOW LONG IS THE WARRANTY

This Warranty will remain in effect for two (2) years for portables, mobiles and repeaters (except models NX-xxxx, TK-x180 TK-5x10G and TK-5x20 Series which have a three (3) year warranty). One (1) year for accessories including rechargeable batteries. Warranty is measured from date of purchase by the end user.

#### WHO IS PROTECTED

2.

This Warranty is enforceable only by the first end user. Transfer or resale of a Product will automatically terminate 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

KENWOOD 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 KENWOOD to be defective in material and workmanship. If KENWOOD determines that it is unable to repair or replace such Product, KENWOOD shall refund the purchase price for such Product. The foregoing is subject to your returning the defective Product to an authorized KENWOOD Land Mobile 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 KENWOOD 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 reinstallation 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 KENWOOD.

#### EXCLUSION OF OTHER WARRANTIES AND DAMAGES

Unless considered unlawful or unenforceable under applicable law:

- A. THIS IS THE COMPLETE WARRANTY GIVEN BY KENWOOD AND IT IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. KENWOOD 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. KENWOOD'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT, AT KENWOOD'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 California.

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 KENWOOD Authorized Dealer or Authorized Service Center. If the problem or your question is not handled to your satisfaction, please contact our Customer Relations Department at (310) 639-4200

JVCKENWOOD USA CORPORATION PO BOX 22745 2201 East Dominguez Street Long Beach, CA 90801-5745

# **KENWOOD**

# LIMITED WARRANTY ON SYSTEMS, SYSTEM COMPONENTS AND SERVICES

JVCKenwood USA Corporation ("KENWOOD") warrants its Systems and System Components, including but not limited to, repeaters, controllers, power amplifiers, power supplies, power distribution panels, combiners, receiver multi-couplers, antenna systems, reinforced antenna systems, control stations, consoles as follows:

# HOW LONG IS THE WARRANTY

The Limited Warranty will remain in effect based on the following table, measured from the date of system acceptance on KENWOOD system contracts or date of invoice for standard systems and components.

# PRODUCT CATEGORY

WARRANTY PERIOD

# WHO IS PROTECTED

This Warranty is enforceable only by the first end user ("Buyer").

# PRODUCT WARRANTY

Except as specified below, this Warranty covers all defects in materials and workmanship in KENWOOD Systems and System Components. The following are not covered by the Warranty:

- 1. Damage, deterioration or failure resulting from:
  - A. Accident, misuse, abuse, neglect, product modification or failure to follow instructions contained in the Owner's and Operations Manuals.
  - B. Repair or attempted repair by anyone not authorized by KENWOOD.
  - C. Installation of parts or accessories that do not conform to the quality or specifications of the original parts or accessories.
  - D. Improper installation of the product in or improper removal of the product from any location.
  - E. Environmental conditions which adversely affect systems/product performance, including but not limited to temperature, water, excessive moisture, power surges, lightning, electro-static discharge, acts of God or other casualties which are not the fault of KENWOOD and which the Product is not specified to tolerate.
  - F. Battery leakage, water, or other elements.
  - G. Failure due to the use of a Product in conjunction with hardware or software electrically or mechanically incompatible with such Product.
  - H. Failure due to the use of a Product in conjunction with accessories or ancillary equipment not supplied by KENWOOD.
  - I. Normal and customary wear and tear.
- 2. Damage or loss occurring during shipment (claims must be presented to the carrier).
- 3. Any product, which is not new when sold to the first end user unless otherwise specified at time of sale.
- 4. Any product, upon which the serial number has been defaced, modified or removed.

# USE OF PRODUCT WITH NON-KENWOOD SUPPLIED EQUIPMENT AND ACCESSORIES

USE OF THE PRODUCT WITH ACCESSORIES OR OTHER EQUIPMENT NOT SUPPLIED BY KENWOOD OR OTHERWISE NOT EXPRESSLY AUTHORIZED BY KENWOOD 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, KENWOOD DISCLAIMS ANY LIABILITY OR WARRANTY COVERAGE FOR OR WITH RESPECT TO RANGE, COVERAGE OR OPERATION OF THE SYSTEM AS A WHOLE.

# WORKMANSHIP WARRANTY

KENWOOD warrants the Services performed by KENWOOD to be free from defects in workmanship for ninety (90) days from System Acceptance. KENWOOD's obligation and Buyer's remedy under this warranty for Services is limited to the correction of the defective Services. Such obligation and remedy are conditional upon the defect not being the result of mishandling, abuse, misuse, or improper maintenance by Buyer, or other causes not attributable to KENWOOD. The correction of defective Services shall be warranted for a period of thirty (30) days or the remainder of the original warranty period, whichever is longer.

# WHAT WE WILL PAY FOR AND WHAT YOU MUST PAY FOR

KENWOOD will pay all labor and material expenses for items covered by this Warranty at KENWOOD's location in Suwanee, GA. or at one of the KENWOOD Authorized Service Centers. Contact the phone numbers below to determine where your product must be shipped (it depends on the product to be repaired as to where it is sent). If it is necessary to ship the product for Warranty service, you, the Buyer, are responsible for the initial shipping charges, but we will pay the return shipping charges at ground rates if the product is repaired or replaced under Warranty. The Buyer will pay any express return shipping costs. Unless KENWOOD has installed the system under contract, you are responsible for any charges incurred in diagnosing the problem, removing the product from the rack, cabinet, vehicle, or other site of use and for reinstallation of the repaired or replaced product.

# HOW TO OBTAIN WARRANTY SERVICE

Before sending any units for warranty work please call one of the phone numbers below to find out where your unit must be sent. KENWOOD in Suwanee, GA. or an authorized service center (depending on the product) must service your KENWOOD System or System Component. KENWOOD Systems customer service staff is available between 8:30 a.m. and 5:00 p.m., Monday through Friday Eastern Time. If you have difficulty in obtaining service, please write or telephone KENWOOD Systems at the address and phone numbers below.

# EXCLUSION OF IMPLIED WARRANTIES AND DAMAGES

- Unless considered unlawful or unenforceable under applicable law: A. ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO KENWOOD SYSTEMS AND SYSTEM COMPONENTS, INCLUDING IMPLIED
- WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.
- B. KCC'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT, AT KCCS OPTION, OF ANY DEFECTIVE PRODUCT, AND SHALL NOT INCLUDE DAMAGES OF ANY KIND, WHETHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR OTHERWISE.

This Warranty is enforceable only in the United States of America. JVCKenwood USA Corporation 1440 Corporate Drive Irving, TX 75038 (310) 639-9000