

# CANADA EQUIPMENT WARRANTY

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- A. PSPC Canada Systems, Inc. (hereinafter “Seller”) warrants to the original purchaser for use (hereinafter “Buyer”) that Equipment manufactured by or for the Seller shall be free from defects in material and workmanship and shall conform to its published specifications. With respect to all non-Seller Equipment, Seller gives no warranty, and only the warranty, if any, given by the manufacturer shall apply. Rechargeable batteries are excluded from this warranty and are warranted under a separate Rechargeable Battery Warranty (ECR-7081).
- B. Seller’s obligations set forth in Paragraph C below shall apply only to failures to meet the above warranties occurring within the following periods of time from date of sale to the Buyer and are conditioned on Buyer’s giving written notice to Seller within thirty (30) days of such occurrence:
1. for fuses and non-rechargeable batteries, operable on arrival only
  2. for service parts, ninety (90) days
  3. for mobile and portable radios (“Subscriber Units”), twenty-four (24) months
  4. for Unity® model Subscriber Units, thirty-six (36) months
  5. for radio accessories, one (1) year
  6. for all other equipment of Seller’s manufacture, one (1) year
- C. During the Warranty Period, if Hardware fails to meet the foregoing warranties, Seller shall, at its option, correct the failure by: (1) repairing defective or damaged parts or Hardware, or (2) making available any necessary repaired or replacement parts, or (3) by providing new or refurbished parts or new or refurbished equipment. Seller will be responsible for shipping charges incurred in returning repaired parts, replacement parts, or hardware to Buyer. All warranty work must be conducted during normal business hours at Seller’s place of business. Any repaired or replacement parts or Hardware furnished hereunder shall be warranted for the remaining unexpired portion the original Warranty Period of that part or Hardware. The original Warranty Period shall not be extended. Where such failure cannot be corrected by Seller’s commercially reasonable efforts, Seller will refund to Buyer the fees paid for the parts or Hardware less depreciation.
- D. Seller’s obligations under Paragraph C shall not apply to any Equipment, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Seller’s written instructions or written approval or, (ii) is normally consumed in operation or, (iii) has a normal life inherently shorter than the warranty periods specified in Paragraph B, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident.
- E. The preceding paragraphs set forth the exclusive remedies for claims based upon defects in or nonconformity of the Equipment, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties or conditions, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES. **THIS WARRANTY APPLIES ONLY IN CANADA AND IS SUBJECT TO ONTARIO LAW.**

## **PSPC CANADA SYSTEMS, INC.**

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