



# ArWest Communications Corporation

900 Rock Avenue, San Jose, CA 95131, USA

Phone: +1 408 770-1790 Fax: +1 770-1799

[www.arwestcom.com](http://www.arwestcom.com)

## LIMITED WARRANTY

ArWest Communications Corp., Inc. ("Company") warrants, to the end-user only, that the Narrow Band Radio Modems ("Radios") purchased (a) conforms to the Company's published specifications for the model purchased, and (b) is free from defects in material or workmanship. The duration of this warranty is twelve (12) months\* from date of purchase and any claim for breach of warranty must be brought to the Company's attention within such twelve (12) month period and the Receiver must be returned for action on any such claim within twelve (12) months from the date of purchase. Within a reasonable period of time after a claim, the Company will correct any failure of the Radio to conform to specifications or any defect in materials or workmanship, or replace the Radio, or, at its option, provide a full refund of the purchase price. A repaired or replaced product is warranted for 90 days from the date of return shipment to the buyer, or for the balance of the original warranty period, whichever is longer. These remedies are the buyer's exclusive remedies for breach of warranty.

To obtain warranty service, the buyer must return the Radio, postage-paid, with proof of the date of original purchase and the buyer's return address to the Company or an authorized service center. The Company will not be responsible for any loss or damage to the product incurred while it is in transit or is being shipped for repair. It is the buyer's responsibility to arrange for insurance, if the buyer so desires.

The Company does not warrant (a) any product, components or parts not manufactured by the Company, (b) defects caused by failure to provide a suitable installation environment for the Radio, (c) damage caused by disasters such as fire, flood, wind, and lightning, (e) damage caused by unauthorized attachments or modification, (f) damage during shipment, (g) any other abuse or misuse by the buyer, (h) that the Radio will be free from any claim for infringement of any patent, trademark, copyright or other proprietary right, including trade secrets.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND IF APPLICABLE, IMPLIED WARRANTIES UNDER ARTICLE 35 OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

IN NO CASE SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF THE OWNERSHIP, USE OR OPERATION OF THE RADIO REGARDLESS OF WHETHER SUCH DAMAGES ARE PREDICATED OR BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE RADIO OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS AND INJURY TO PROPERTY. THIS LIMITATION DOES NOT APPLY TO CLAIMS FOR PERSONAL INJURY. SOME STATES DO NOT ALLOW LIMITS ON WARRANTIES, OR ON REMEDIES FOR BREACH IN CERTAIN TRANSACTIONS. IN SUCH STATES, THE LIMITS IN THIS PARAGRAPH AND THE PRECEDING PARAGRAPH MAY NOT APPLY.

No employee of the Company, or any other party, is authorized to make any warranty in addition to those made in this document. This warranty allocates the risks of product failure between the Company and the buyer. This allocation is recognized by both parties and is reflected in the price of the goods. The buyer acknowledges that it has read this warranty, understands it, and is bound by its terms. This limited warranty is governed by the laws of the State of California, without reference to its conflict of law provisions or the U.S. Convention on Contracts for the International Sale of Goods.

\* The warranty against defects in ArWest adaptor, antenna, battery, charger, or cable is 90 days.