

# Vigilant Hardware Extended Warranty

**SEPTEMBER 2021** 



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## Vigilant Hardware Extended Warranty

Motorola Solutions, LLC values your business and always attempts to provide you the very best of service. Below is Motorola Solutions' extended Hardware warranty policy that describes the terms and conditions of Hardware replacement and repair.

#### **Warranty Policy**

This Hardware warranty policy applies only to Hardware distributed by Motorola Solutions to authorized Motorola Solutions dealer and/or distributors, or sold directly by Motorola Solutions. This warranty extends to the original retail purchaser only and commences on the date of original retail purchase. This policy warrants that all materials be free of material defect for a period extended beyond the standard warranty period as entitled by the purchasing documents. This Hardware warranty policy applies only to Hardware, and provides for repair or replacement of Hardware that has been (1) authorized for return to a Motorola Solutions return center, and (2) once returned, determined by Motorola Solutions to be defective during the extended warranty period. This Hardware warranty policy is limited to Hardware meeting the requirements above, and returned in accordance with the provisions below.

#### Table 1: Warranty Period

Type of Warranty	Period
Standard Warranty Period	1 Year
Extended Warranty Period	4 Years

Only qualifying items returned to an authorized Motorola Solutions return center will be warranted under this limited policy. If your Hardware was purchased as a component integrated within a system by a system manufacturer, the limited warranty provided by Motorola Solutions is limited to only Hardware provided by Motorola Solutions. Please contact the place of purchase or the system manufacturer directly for warranty service.

Motorola Solutions will either replace or repair any Hardware, or component thereof, that has been determined by Motorola Solutions to be defective throughout the extended warranty period. Motorola Solutions reserves the right to replace any Hardware found to be defective with recertified Motorola Solutions Hardware in accordance to the terms and conditions of this policy.

There are no warranties, which extend beyond the face of the limited warranty. Motorola Solutions disclaims all other warranties, express or implied, regarding the Hardware, including implied warranties of merchantability, fitness for a particular purpose, or noninfringement. In the United States, some states do not allow the exclusion of implied warranties, so the above exclusion may not apply.

#### **Limitation of Warranty**

Your exclusive remedy for any defective Hardware is limited to the repair or replacement of the defective unit. Motorola Solutions may elect which remedy or combination of remedies to provide in its sole discretion.

Motorola Solutions shall have a reasonable time after determining that defective Hardware exists to repair or replace such defective Hardware.

Motorola Solutions' replacement Hardware under its limited warranty will be manufactured from new and/or serviceable used or recertified parts.

Motorola Solutions' warranty applies to repaired or replaced Hardware for the balance of the applicable period of the original warranty. Motorola Solutions' warranty does not cover Hardware defects or

damage from improper or unauthorized testing, operation, maintenance, service, repair, installation, alteration, modification, or adjustment. All Hardware is subject to Motorola Solutions inspection upon receipt.

#### **Recertified Hardware (USA and Canada)**

Motorola Solutions return units may consist of recertified Hardware. All replacement Hardware components are tested and determined to meet Motorola Solutions' stringent quality standards before they are sold or replaced as recertified. Please note that some recertified items may have marks, scratches, or other slight signs of wear.

All recertified Hardware carries a manufacturer's limited warranty throughout the extended warranty period as measured from the original date of purchase.

#### **Warranty Limitations**

Motorola Solutions' limited warranty provides that, subject to the following limitations, Hardware will be free from defects in material and workmanship and will conform to Motorola Solutions' specification(s).

#### **Limitation of Damages**

Motorola Solutions' entire liability for any defective Hardware shall in no event exceed the purchase price for the defective Hardware. This limitation applies even if Motorola Solutions cannot, or does not repair or replace any defective Hardware and your exclusive remedy fails of its essential purpose.

#### No Consequential or Other Damages

Notwithstanding anything else in this policy or otherwise, Motorola Solutions will not be liable with respect to the Hardware under any contract, negligence, strict liability or other legal or equitable theory (I) for any amount in excess of the purchase price for the defective Hardware or (II) for any general, consequential, punitive, incidental, or special damages. These include loss of recorded data, interruption of use, the cost of recovery of lost data, lost profits and the cost of installation, or removal of any Hardware, the installation of replacement Hardware, and any inspection, testing, or redesign caused by any defect or by the repair or replacement of Hardware arising from a defect in any Hardware. This section does not limit liability for bodily injury of a person.

In the United States, some states do not allow exclusion for limitation if incidental or consequential damages, so the limitation above may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which may vary from state to state.

#### **Use of Hardware**

Motorola Solutions will find the limited extended warranty to be void under the following conditions:

- Hardware not sold by Motorola Solutions or one of its distribution partners.
- · Hardware found to be stolen from Motorola Solutions.
- Asserted defect(s) found to be not present.
- Asserted defect(s) cannot reasonably be fixed because of damage, which occurred when the Hardware was in possession of someone other than Motorola Solutions.
- Asserted defect(s) are attributable to misuse, improper installation, alteration (including removing or obliterating labels and opening or removing external covers unless authorized to do so by Motorola Solutions or authorized Motorola Solutions agent).

- Asserted defect(s) are the result of accident, mishandling, misuse, or misapplied application use while in the possession of someone other than Motorola Solutions.
- The Hardware was not sold as new (except Hardware replaced under this warranty).

#### **Disclaimer**

Except for the warranty provided in this Motorola Solutions limited extended warranty, the Motorola Solutions hardware, and related services are provided "as is" without any warranty of any kind, and, to the maximum extent allowed by applicable law, Motorola Solutions disclaims any and all other warranties of any kind, whether express, implied, or statutory, including to the implied warranties of merchantability, title, noninfringement, fitness of a particular purpose, data accuracy, system integration or quiet enjoyment or any implied warranties arising from usage of trade, course of dealing or course of performance without limiting the generality of the foregoing, Motorola Solutions is not responsible for any incompatibility of the software with hardware not provided by Motorola Solutions. Motorola Solutions does not warrant that Motorola Solutions software supplied under this agreement will operate without interruption or be error free. Motorola Solutions hardware or the volume of any purchases that may be made under this agreement. to the extent that Motorola Solutions may not disclaim any warranty as a matter of applicable law, the scope, and duration of such warranty will be the minimum permitted under such law.

#### **Contact Us**

For inquiries, see https://www.motorolasolutions.com/en\_us/support.html > License Plate Recognition (Vigilant) or contact our 24 hours support staff at:

- Tel: 925-398-2079
- Fax: 925-398-2113
- Email: vigilantsupport@motorolasolutions.com

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