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COMMERCIAL WARRANTY CLAUSE

Midland Radio Corporation equipment is designed and manufactured to provide quality trouble-free service for the user. To assure that each unit lives up to this standard of quality, all transceivers are individually inspected before being released into distribution. To supplement this rigid quality control, Midland Radio Corporation equipment is covered by the following written warranty, which is extended by Midland Radio Corporation to the end user.

Warranty Statement

Midland Radio Corporation (herein MRC), warrants each new radio product manufactured to be free from defects in material and workmanship under normal use and service for the time period listed below. This warranty is offered to the original end user and is not assignable or transferable.

MRC will repair without charge any Midland Radio transmitter which fails due to a defect in material or workmanship within the period of time following the date of original purchase as described below:

Midland Radio Corporation Products	
PL 2000 Series Portables and ML and MO Series Mobiles	Three (3) Years
STP P25 Portables, STM P25 Mobiles, SP 400 and PL 5000 Series Portables	Three (3) Years
Titan series Mobiles and Vehicular Repeaters	Three (3) Years
Base-Tech II Analog Conventional Base/ Repeater Stations	Five (5) Years
Base Tech III P25 Base / Repeater Stations	Five (5) Years

MRC will also repair or replace, at its option, without charge, any Midland Radio accessory item which failed and were not a part of or installed in new Midland Radio transceivers at the time of purchase by initial user and all external accessory items (i.e., cases, batteries, antennas, microphones, etc.), which fail due to defect in material or workmanship within the period of time following the date of original user purchase as described below:

Midland Radio Corporation Accessories	
Rechargeable Batteries	One (1) Year
Battery Chargers	One (1) Year
All other Accessories	One (1) Year
Midland Authorized repair parts	90 days

This warranty does not cover any option or accessory not furnished by MRC, or damage caused by such options or accessories.

This warranty excludes damage caused by improper operation, testing, repair, modification, alteration, adjustment, installation, or maintenance. Damage resulting from either accident or neglect is also excluded.

This warranty does not include cost of labor for removal or reinstallation of the product or accessory in a vehicle or other mounting.

THIS WARRANTY IS EXTENDED BY MIDLAND RADIO CORPORATION IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY. MIDLAND RADIO CORPORATION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH ITS PRODUCTS. MIDLAND RADIO CORPORATION SHALL IN NO EVENT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR CONSEQUENTIAL DAMAGES.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.