



## Product Warranty

The EF Johnson Technologies, Inc. group of companies, including E.F. Johnson Company, 3e Technologies International, Inc. and Transcrypt International, Inc. (hereinafter collectively referred to as "Johnson") warrants to the original purchaser for use ("Buyer") that products manufactured by Johnson ("Products") are free from defects in material and workmanship and will conform to Johnson's published technical specifications for a period of, except as noted below, one (1) year from the date of shipment to Buyer. Johnson makes no warranty with respect to the equipment not manufactured by Johnson, and any such equipment shall carry the original equipment manufacturer's warranty only. Johnson further makes no warranty as to, and specifically disclaims liability for, availability, range, coverage, grade of service or operation of the repeater system provided by the carrier or repeater operator.

If any product fails to meet the Warranty set forth above during the applicable warranty period and is returned to a location designated by Johnson, Johnson, at its option, shall either repair or replace such defective Product, directly or through an authorized service agent, within thirty (30) days of receipt of same. No Products may be returned without the prior authorization from Johnson. Any repaired or replaced Products shall be warranted for the remainder of the original warranty period. Buyer shall pay all shipping and handling charges for returning all defective products to Johnson or Johnson's authorized service agent. Buyer is also responsible for other cost and expenses of transit and delivery, including all applicable taxes and duties. Johnson will pay the returned shipping charges if the product is repaired or replaced under warranty. Repair or replacement of defective Products as set forth in this paragraph fulfills any and all warranty obligations on the part of Johnson.

This warranty is void and Johnson shall not be obligated to replace or repair any Products if (i) the Product has been used in other than its normal and customary manner (ii) the Product has been subject to misuse, accident, neglect or damage or has been used with other than Johnson approved accessories and equipment or has been improperly installed, (iii) unauthorized alterations or repairs have been made or unapproved parts have been used with the Product, or (iv) Buyer failed to notify Johnson or Johnson authorized service agent of the defect during the applicable warranty period.

THE AFORESAID WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED AND IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Johnson AND BUYER AGREE THAT BUYER'S EXCLUSIVE REMEDY FOR ANY BREACH OF ANY SAID WARRANTIES IS AS SET FORTH ABOVE. BUYER AGREES THAT IN NO EVENT SHALL Johnson BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES WHETHER ON THE BASIS OF NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. The purpose of the exclusive remedies set forth above shall be to provide Buyer with repair or replacement of non-complying products in the manner provided above. These exclusive remedies shall not be deemed to have failed of their essential purpose so long as Johnson is willing and able to repair or replace non-complying Products in the manner set forth above.

Some states do not allow limitations or implied warranties so the above limitations may not be applicable. You may also have other rights which vary from state to state.

### Exception

Thirty Day: Tuning and adjustment of portable and mobile radios