

WARRANTY & SERVICE PROGRAM

CONTACT INFORMATION

REPAIR SERVICE INFORMATION: 1-800-821-7848, Ext 222

- For questions about in or out of warranty repair
- For questions about returning product to Midland

WARRANTY CLAIM INFORMATION: 1-800-821-7848, Ext 187

- For questions about warranty claims
- To request Warranty Claim Report forms

TECHNICAL SUPPORT: 1-800-821-7848, Ext 263

- To answer your technical questions

I. Warranty Coverage and Exclusions

Midland Business and Industrial radios are covered by a limited two (2), three (3), and five (5) year Parts and Labor Warranty against defects in materials and workmanship. Batteries carry a one (1) year limited warranty. All other accessories carry 120 day limited warranty. This warranty is extended to the original purchaser / end user and is not transferable. Refer to the Warranty Statement on the last page of this document for complete details. Any product subjected to neglect, misuse, unauthorized modification, accident, improper installation, defacing or removal of the serial number or having defects caused by service performed by anyone other than a Midland Authorized Sales and Service Center will not be covered by this warranty. Therefore, it is the responsibility of each Authorized Sales and Service Center to use reasonable judgment as to whether or not the warranty terms as stated have been violated. Damage or defects caused by an Unauthorized Sales and Service Center during repair attempts may not be covered by this warranty, and are subject to review on a case by case basis. The Midland Warranty Service Department has final authority in deciding the validity of claims. Midland Radio Corporation reserves the right to change or modify this Warranty Service Program at any time without prior written notice.

II. Service Programs

In-Warranty Radio Service – If a radio fails during the warranty period, you as a Midland Authorized Sales and Service Center, have the option of: **A)** returning it to Midland for repair or exchange. Midland reserves the right to repair or exchange the radios, or **B)** repairing it and being reimbursed under the Warranty Claim program. Note: See Warranty Claim Program for details.
The PL-2000 Series and 70-440BP radios must be returned for repair or exchange only, no warranty claims will be accepted.

!!! Important Information on In-Warranty Coverage and Exclusions

If a radio returned to Midland Radio Corporation is deemed to be excluded from in-warranty repair, the Midland Sales and Service Center will be contacted with the reason for the exclusion and quoted a flat rate for the cost of the repair. The Sales and Service Center has 10 business days from the date contacted to either authorize or decline the repair of the product. A \$25.00 fee will be assessed for each unit that the Sales and Service Center declines to have repaired or the failure to respond within 10 business days.

In-Warranty Accessories – Accessories must be returned for repair or exchange only. Midland reserves the right for repair or exchange.

Out of Warranty Radio Service – Out of warranty radios will be repaired and invoiced at a flat rate of \$90.00 per radio for portables and \$130.00 per radio for mobiles, which includes return shipping costs. This rate includes all parts and labor necessary to return the radio to the original operating condition. The rate also includes a 90-day warranty and return shipping cost. Midland Radio Corporation reserves the right to determine whether the product is un-repairable.

Out of Warranty Accessories – Not eligible for repair or exchange.

Alignment – All Business and Industrial radios in or out of warranty that require only alignment or programming will be invoiced at a flat rate of \$50.00 per radio, which includes return shipping costs.

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III. Guidelines for Returning Goods

Returning for Repair:

Merchandise being returned for repair can be sent directly to:

**Midland Radio Corporation
Attn: Service Department
5900 Parretta Drive
Kansas City, MO 64120**

Shipments are to be sent via freight prepaid. Midland will return the product freight prepaid via best way. Midland reserves the right to repair or exchange the units.

Returning for Credit:

Merchandise returned for credit must receive prior approval from Midland, and is subject to a 15% restocking fee. With approval from Midland, a Return Merchandise Authorization (RMA) number will be issued. The RMA number is valid for one shipment only. The returned product should match the specified models and quantity stated on the authorized RMA. Midland reserves the right to verify cause of return and to adjust or re-bill should any discrepancies occur. Returns exceeding the quantities stated on the RMA will have the overage returned to the customer freight collect. Shipments are to be sent via freight prepaid.

Products must be received by Midland within 30 days from the issuance date of RMA number. Merchandise being returned for credit can be sent directly to:

**Midland Radio Corporation
RMA # _____
5900 Parretta Drive
Kansas City, MO 64120**

Please ensure that the RMA number is marked legibly and clearly on the outside of the package.

IV. Warranty Claim Program

IMPORTANT NOTE:

Claims will ONLY be accepted from Authorized Midland Sales and Service Centers. It is required that you, as a Midland Authorized Sales and Service Center, exercise due care in determining the validity of every warranty service performed.

*** The PL-2000 Series and 70-440BP radios are exempt from the warranty claim program. Return for repair or exchange only.**

For each repair you must:

1. Fill out a Midland Warranty Service Claim Form. The form must be completed in its entirety or it will not be processed. If you do not have a claim form or need additional forms, contact the Warranty Claim Department at 1-800-821-7848, Ext.187 or you can download the form through the "Dealer Site" section of our website at www.midlandradio.com

2. Attach a copy of the original end user proof of purchase to the warranty claim form.

3. Retain your copy of the claim form and mail two copies along with a copy of the end user proof of purchase to:

**Midland Radio Corporation
Attn: Warranty Claim Dept.
5900 Parretta Drive
Kansas City, MO 64120**

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Warranty Claim Approval

Midland Radio Corporation will review each warranty claim submitted for approval. Labor and parts reimbursement will apply only to claims that occur from material and workmanship defects.

Warranty Claim Denial

a) Claims submitted during the first six (6) months following the introduction of the new product (product must be returned to Midland for repair or exchange, contact Midland Service to confirm product introduction date); **b)** New out-of-box failure (contact Midland Service for further details); **c)** Repair of accessories; **d)** Programming, alignments, and adjustments; **e)** Claims submitted beyond thirty (30) days after work is performed; **f)** Removal of radio from vehicle; **g)** Delivery from or to customer; **h)** No proof of purchase; **i)** Out of warranty period; **j)** Not a workmanship defect; **k)** More than one claim filed on same unit; **l)** Claim form not completed; **m)** More than one unit listed per claim form; **n)** Normal wear and tear; **o)** Claim forms for PL-2000 Series radios or 70-440BP radios.

Labor and Parts Reimbursement

After warranty claim is approved, Midland Radio Corporation will issue the credit to the Authorized Midland Sales & Service Center for \$50.00 labor and the cost of defective part(s). If the cost of any part exceeds \$5.00, the defective part must be returned with the warranty service claim report. In the case of a part costing more than \$25.00, Midland reserves the right to replace or issue credit for that part. Midland Radio Corporation reserves the right to reimburse each claim on a case by case basis and may be paid at a lesser amount, dependent upon the repair.

Number of Warranty Labor Claims

Midland will pay one (1) warranty claim per radio. Any additional service must be performed by Midland Radio Corporation.

V. 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, provided that the user has complied with the requirements stated herein. The warranty period begins on the date of purchase from an Authorized Midland Sales and Service Center. This warranty is offered to the original end user and is not assignable or transferable. Midland is not responsible for any ancillary equipment which is attached to or used in conjunction with Midland products.

MRC offers to the original end user a Two (2), Three (3), and Five (5) Year Limited Warranty on all Midland Business and Industrial Radio Products. Accessories carry a One (1) Year Limited Warranty.

During this period, if the product fails to function under normal use because of manufacturing defect(s) or workmanship, it should be returned to the Authorized Midland Sales and Service Center from which it was purchased. The Sales and Service Center will repair the product or return the product for repair to MRC or its Authorized Midland Sales and Service Center. The original end user is responsible for the payment of any charges, or expenses incurred for the removal of the defective product from the vehicle or other site of its use; for the transportation of the product to the Sales and Service Center; for the return of the repaired / replacement product to the site of its use and for the reinstallation of the product.

MRC shall have no obligation to make repairs or to cause replacement required which results from abnormal wear and tear or is necessitated in whole or in part by catastrophe, fault or negligence of the user, improper or unauthorized alterations or repairs to the product, incorrect wiring, use of the product in a manner for which it was not designed, or by causes external to the product. This warranty is void if the product serial number is altered, defaced or removed.

MRC's sole obligation hereunder shall be to replace or repair the product covered in this Warranty. Replacement at MRC's option, may include a similar or higher-featured product. Repair may include the replacement of parts or boards with functionally equivalent reconditioned or new parts or boards. Replaced parts, accessories, batteries or boards are warranted for the balance of the original time period. All replaced parts, accessories, batteries or boards become property of MRC.

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THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FOR ANY PRODUCT WHICH DOES NOT COMPLY WITH THE WARRANTY SPECIFIED, THE SOLE REMEDY WILL BE REPAIR OR REPLACEMENT. IN NO EVENT WILL MRC BE LIABLE TO THE BUYER OR ITS CUSTOMERS FOR ANY DAMAGES, INCLUDING ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE USE OF OR THE INABILITY TO USE THIS PRODUCT.

This warranty is void for sales and deliveries outside of the U.S.A.