

# AUTHORIZED MAXON DEALER WARRANTY PROGRAM

# Land Mobile Radio and Data Radio Products

Effective Date: September 4, 2019

Maxon America, Inc. (formerly TecNet International, Inc.) appreciates your support of the Maxon Land Mobile Radio (LMR) and Data Radio (DR) products. Realizing that the sale does not end when delivered, we are pleased to offer a three (3), two (2), or one (1) year limited warranty (dependent upon model) on LMR/DR products and a one (1) year limited warranty on accessories.

In the following pages, you will find information on the length of product warranty, returns, and claims.

We take great pride in the products we provide and hope that you will feel that same level of pride in each and every Maxon product you deliver.

For assistance with any warranty items or technical support, please contact Maxon.

Contact Information: Toll-Free (US only) 800-456-2071

Phone: 913-859-9515 Fax: 913-859-9550

Email: maxon@maxonamerica.com

**Hours of Operation:** Monday thru Friday, 8:00 AM to 5:00 PM, CST

Closed on major Holidays

**Website:** Authorized Maxon Dealers have access to service manuals, programming

software, owner's manuals, and other pertinent product information from the dealer portion of the Maxon website at www.maxonamerica.com.

Username and password are required.

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# I. Warranty Coverage and Exclusions

Maxon LMR and DR products are covered by either a three (3), two (2), or one (1) year limited parts and labor warranty against defects in materials and workmanship. Accessories carry a one (1) year limited warranty. This warranty is extended to the original purchaser/end-user and is not transferable. Refer to the Warranty Statement for complete details. **Products not considered LMR or DR products are excluded from this warranty program and will carry their own unique warranty period and coverage.** 

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 an Authorized Maxon Dealer will not be covered by this warranty. It is the responsibility of each Authorized Maxon Dealer to use reasonable judgment as to whether or not the warranty terms as stated have been violated.

Neglectful damage or defects caused by an Authorized Maxon Sales and Service Outlet during repair attempts may not be covered by this warranty, and are subject to review on a case-by-case basis. Maxon America, Inc. has final authority in deciding the validity of claims. Maxon reserves the right to change or modify this Warranty Service Program at any time without prior written notice.

### **II. Warranty Service Programs**

**Defective on Receipt (DOR) Program –** If a new product is received and deemed defective out of the box by an Authorized Maxon Dealer, contact Maxon immediately and an exchange unit will be shipped within the next business day.

**In Warranty Radio Repair Program -** If a radio fails during the established warranty period, the Dealer has the option of **a)** repairing it and being reimbursed by submitting a warranty claim (not valid on products with a one and two year warranty) or **b)** returning it to Maxon via freight prepaid for repair or exchange at Maxon's option. Maxon will return products via freight prepaid.

**Out of Warranty Radio Repair Program -** Out of warranty radios will be repaired by Maxon at the following rates:

TPD Series - \$110 (Minimum) to \$125.00 (Maximum) per radio.

TS/TJ Series \$40 (Minimum) to \$50 (Maximum) per radio

All other LMR and DR Series radios - \$70.00 (minimum) to \$85.00 (maximum) per radio. The maximum repair rate is used if parts costs exceed \$25.00 to return the unit to operating condition. Included with the rates are a 90-day warranty and return shipping costs. If the product is deemed un-repairable, a \$25 diagnostics service fee will be charged and the Dealer will have the option of having the unit returned freight prepaid or disposal of the product by Maxon.

**Alignment -** All radios in or out of warranty that require only alignment or programming will be invoiced at a flat rate of \$25.00 per radio, which includes return shipping costs.

**Accessories -** All accessories have a one (1) year limited warranty. Accessories will only be exchanged and not repaired.

#### III. Procedure for Returns to Maxon

*IMPORTANT NOTE:* All product returned to Maxon requires a Return Merchandise Authorization (RMA) number issued prior to shipment. Any product received at Maxon without the RMA number legibly shown on the shipping carton will be returned unopened, freight collect. Maxon must receive returned product within 45 days of the issuance date of the RMA number. After the 45<sup>th</sup> day, that RMA number will expire.

### 1. Contact Maxon for a RMA number and provide:

- Dealer account number, Company name, and contact.
- The model and number of units to be returned.
- The type of return; DOR, in warranty repair, or out of warranty repair. To authenticate product warranty, Maxon may require proof of purchase that indicates the name of the purchaser, date of sale, and serial numbers to match products being returned.
- 2. Pack the radio to ensure there is no damage during shipment.
- 3. Clearly mark the RMA number on the outside of the shipping carton(s).
- 4. Ship the product, freight and insurance prepaid to:

Maxon America, Inc.
Returns RMA#\_\_\_\_\_
11535 West 83<sup>rd</sup> Terrace
Lenexa, KS 66214

# IV. Receipt and Return of Product to Dealer

Upon receipt of product at Maxon, we will verify warranty coverage and repair or replace the unit accordingly. Units will be returned to the Dealer with freight and insurance prepaid using ground service as the shipping method. If a request is made to ship in a more expedited manner other than ground service, the difference between ground and that service will be added to the cost of the repair.

# **V. Submitting Warranty Claims**

IMPORTANT NOTE: It is required as an Authorized Maxon Dealer to exercise due diligence in determining the validity of every warranty service performed. Claims will ONLY be accepted from Authorized Maxon Dealers. Claims can ONLY be submitted for products carrying a three (3) year warranty.

- Complete a Maxon Warranty Service Claim Form for each repair. The form must be completed in its entirety.
- 2. Be sure to fill in the section for the parts used to repair the radio. If the cost of any part exceeds \$5.00, it must be returned with the Warranty Service Claim Report to Maxon. The defective part(s) will be reimbursed in the form of a credit to your account. In the case of parts costing more than \$25.00, a replacement will be made.
- 3. Retain a copy of the Claim Form and submit via mail, fax, or email.

# VI. Warranty Claim Verification, Quantity, Rates, and Payment

Maxon will verify warranty coverage per claim and reimburse the Dealer via a credit memo in the amount of \$40.00 on products carrying a three (3) year warranty only. Maxon will reimburse the Dealer for a maximum of one (1) Warranty Claim on a Maxon LMR or DR product. If additional service is required, the product must be returned to Maxon. It is suggested that prior to performing any warranty work on a Maxon LMR or DR product that was not purchased from the Dealer submitting the claim, to first verify warranty coverage with Maxon. Claims made on certain

mechanical defects will be considered on a case-by-case basis and may be paid at a lesser amount or denied.

IMPORTANT: Warranty claims may only be submitted on products carrying a three (3) year warranty.

# VII. Additional Warranty Claim Terms and Conditions

- 1. Warranty claim payment will NOT be granted for:
  - a) programming or adjustments, i.e. realigning VCO, changing deviation levels and fine-tuning of oscillator (TCXO)
  - b) claims submitted during the first six (6) months following the introduction of a new product
  - c) accessories
  - d) claims submitted beyond thirty (30) days from date of repair performed
- 2. If a repair is attempted but not completed, the product can be returned to Maxon for repair. However, Maxon will not honor any Warranty Service Claim submitted for the radio.

# **VIII. Warranty Statement**

Maxon America, Inc. offers to the original end user:

Three (3) Year Limited Warranty on Maxon (and TecNet) LMR and Data Radios (separate warranty period on accessories).

Two (2) Year Limited Warranty on Maxon (and TecNet) TJ-3000 Series Radios (separate warranty period on accessories).

One (1) Year Limited Warranty on Maxon (and TecNet) Spartan Series Radios (separate warranty period on accessories).

One (1) Year Limited Warranty on Accessories (includes, but not limited to, batteries, antennas, belt clips, chargers, audio accessories, nylon cases, leather cases, etc.) and UDM Series.

Maxon warrants each new radio product manufactured or supplied by it to be free from defects in material and workmanship under normal use and service for the time period stated, provided that the user has complied with the requirements stated herein. The warranty period begins on the date of purchase from an Authorized Maxon Dealer. This warranty is not assignable or transferable. This warranty is void if the product serial number is altered, defaced or removed. Maxon is not responsible for any equipment that is attached to or used in conjunction with our products. During the warranty period, if the product fails to function under normal use, because of manufacturing defects or workmanship, it should be returned to the Authorized Maxon Dealer from which it was purchased. The Authorized Maxon Dealer will repair the product or return the product for repair to Maxon. The user is responsible for the removal of the product from a vehicle or any equipment attached to it, or other site of its use; transportation of the product to the Authorized Maxon Dealer; for the return of the repaired or replacement product to the site of its use and for the reinstallation of the product.

Maxon shall have no obligation to make repairs or replacement of product which results from normal wear and tear, or is necessitated by catastrophe, fault, or negligence of the user, improper or unauthorized alterations or repairs to the product, incorrect wiring, use for which it was not designed or by causes external to the product. Maxon's sole obligation shall be to replace or repair the product covered by the warranty. Replacement is done at Maxon's discretion and may consist of a similar or higher featured product. Repair may include the replacement of parts with functionally equivalent new or reconditioned parts. All replaced parts and accessories are warranted for the balance of the original time period. All parts and accessories that are replaced become the property of Maxon America, Inc.

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 THAT DOES NOT COMPLY WITH THE WARRANTY SPECIFIED, THE SOLE REMEDY WILL BE REPAIR OR REPLACEMENT. IN NO EVENT WILL MAXON BE LIABLE 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 THE PRODUCT.

# <u>LIMITED WARRANTY FOR DISCONTINUED PRODUCTS AND UNUSED DEALER</u> STOCK:

- Maxon (at its discretion) will provide a 90-day repair or exchange warranty on products that are <u>new</u> discontinued dealer stock at time of end user purchase.
- Unused & unsold batteries in dealer stock have a 3-year warranty from date of manufacture.
- No warranty returns or exchanges on any unused Maxon product over 5 years old