

## MVP’S STANDARD WARRANTY TERMS & CONDITIONS FOR RADIOS AND ACCESSORIES

### FOREWORD

MVP International sets out the Warranty terms and conditions (“Warranty”) in its capability as a global manufacturer and supplier of two-way radio communications and accessories. Warranty is enforceable in countries where it is applicable, and is intended for the first end user (“Customer”). For Customers who are covered by consumer protection laws in their country of purchase, the Warranty covers all MVP handheld radios (“Product”) as well as accessories.

### KEY TERMS

TERM	DEFINITION
<b>PRODUCT</b>	This refers to the unit, device, equipment or system that can be used individually by end users.
<b>REPAIR</b>	The technical action carried during the life cycle of the Product to ensure its restoration to proper working order.
<b>SOFTWARE</b>	The main software that operates inside the product, particularly 2-way radios. It does not include the license feature, air interface keys or E2EE keys, or customer-specific configuration.
<b>END USER</b>	The person or individual who is using the product. Refers to customer or client.
<b>ACCESSORIES</b>	Refers to the units that complement the full functionality of 2-way radios. These can be batteries, audio, antennas or power.

### WARRANTY COVERAGE

#### WHAT IS COVERED

MVP ensures that all two-way handheld radios and accessories shall be under Warranty and adhere to their published operational specifications. They shall be free from defects and malfunction in the actual unit, production and usage for the length of time identified on the product package beginning from the date of original purchase.

1. The Standard Warranty for handheld radios and transceivers shall be for a period of 12 months from the date of sales.
2. The Standard Warranty for radio accessories shall be for a period of 6 months from the date of sales.
3. Extended Warranty for handheld radios and transceivers can be issued upon the approval of MVP International. Warranty registration shall be required.
4. Warranty issued to all accessories, including batteries, is not extended.
5. Batteries are warranted against electrical and mechanical failure for either 6 months from the date of sales or up to 500 charge cycles. Charging shall be done using an MVP-approved charger and according to MVP guidelines.

**Table 1 – Standard and Extended Warranty**

The Warranty shall remain in effect based on the following table, measured from the date of acceptance on MVP’s system for contracts and Warranties. Hereunder is the period of warranty for each product

PRODUCT	STANDARD*	EXTENDED*
Handheld radios and transceivers (Analogue, Digital, Intrinsically Safe, ATEX)	12 months	Up to additional 48 months or 4 years
Antennas	6 months	N/A
Audio accessories	6 months	N/A
Power/ Charging accessories	6 months	N/A
Carrying accessories	6 months	N/A

\*: Country dependent. Do contact the respective authorized MVP service center accordingly.

6. All radios and accessories shall be used only in normal working conditions as specified in the user manual.

**HOW TO GET WARRANTY**

Customer should get in touch with MVP-accredited service center to take advantage of the Warranty set by MVP International. Warranty applies to the following factors:

1. If MVP found the Product to be defective as a result of manufacturing defects in material or workmanship or faulty design or software error, will, at its sole absolute discretion, either repair or replace a Product with a unit of similar specification / model, which may include new or reconditioned parts.
2. If MVP finds out from evaluation that is not able to repair or replace the faulty Product arises from manufacturing defects, it shall refund the purchase price for such Product with a unit of similar specification / model.

## NEXT STEPS

The defective Product must be returned to MVP International, or any of its authorized dealer or service center within the Warranty Period. The Product must be accompanied with its official receipt or other evidence proof of purchase.

1. If the defective Product is required to be shipped back for Warranty service, the Customer is responsible for shouldering the shipping expenses.
2. The end user will be responsible for shouldering the charges incurred in removing the Product or parts from the vehicle or other site of use and for reinstallation of the repaired or replaced Product.
3. All replaced Products for which a refund shall be given will become a property of MVP International. The refund will be based on a case by case basis.

## WHAT IS EXCLUDED

Warranty does not apply to the following factors:

1. Defects caused by deliberate abuse, negligence, improper or unauthorized testing, disassembly, wrongful or incorrect storage, abnormal working conditions, alteration or repair without proper evaluation or written approval from MVP International.
2. Repair or attempted repair by anyone not authorized or accredited by MVP International. The warranty may also be deemed as written off in the event the MVP products had been used in conjunction with a non-approved MVP accessory or underwent an unauthorized repair.
3. Installation of parts and accessories that do not follow the quality guidelines of the original parts or accessories.
4. Use of Product that is conjunction with hardware or software that is considered electrically or mechanically incompatible.
5. Normal and customary fair wear and tear.
6. Damage, deterioration or failure of antennas unless caused directly in the actual material or workmanship.
7. Damage, deterioration or failure of rechargeable batteries if the original seal in the battery enclosure is broken or tampered with, or if caused by user of batteries or service other than in conjunction with the Product for which it is clearly specified.
8. MVP does not warrant any software to be error free. In the case of defects in software, MVP shall use all reasonable endeavors to correct such defects at the earliest opportunity or replace the software with a newer version at its option. Defects correction shall be limited to those software defects that materially affect the performance of the product and which had been discovered within the warranty period of the software release.
9. Seal on product is broken/torn off or signs of being tampered with.

## **OTHER EXCLUSIONS**

Unless these exclusions are considered unlawful under applicable laws:

1. This is considered a Complete Warranty from MVP International and is given in lieu of all other express warranties.
2. MVP International's liability under this Warranty is limited to repairs or replacement at the company's discretion of any faulty items.
3. This Warranty shall not cover damages of any kind, whether it is direct, indirect, special, general, incidental, consequential or otherwise, which include but not limited to loss of use, loss of time, commercial loss, bankruptcy, loss of profits or savings or anticipated profits or savings.

## **SAFE AND PROPER USE OF MVP PRODUCTS**

The use of MVP products and accessories not supplied or expressly authorized by MVP International is considered dangerous and will automatically void the warranty of your Product. As each item delivered and used by users is unique, MVP disclaims liability or warranty coverage for or with respect to range, coverage or operation of the system in general.

Furthermore, all MVP products and accessories are not classified as Children's Product. They are not intended for use by children under 14 years old.

1. The Warranty is applicable only for the first end user or Customer. Transfer or resale of products will automatically terminate warranty coverage. This Warranty is not transferable to another individual or party, including but not limited to any subsequent purchaser or owner.
2. Customers are instructed not to open or modify or tampered the product except for battery and antenna (for selected models) removal or replacement.
3. Customer shall not attempt to disassemble to avoid risk of injuries or invisible radiation or electronic magnetic exposure.

## **CUSTOMER SUPPORT**

### **REPAIR AND REPLACEMENT SERVICE**

MVP International allows the option for repair or replacement of radios and accessories that are found to be defective. The terms related to repair and Software fixes are under the terms of Standard Warranty.

1. MVP's policy is to replace all faulty radios and accessories within minimum seven (7) working days from the date of the defective product receipt.  
The turnaround leadtime may subject to change depending on the availability of spare parts or components and priority level of servicing by MVP and its authorized service center.

2. The Warranty, however, shall not be applicable to defects caused by deliberate abuse, negligence, improper or unauthorized testing, disassembly, wrongful or incorrect storage, abnormal working conditions, alteration or repair without proper evaluation or written approval from MVP International.
3. Radios and accessories are designed to be used in normal working conditions as stated in the user manual.
4. MVP does not guarantee Warranty of all radios and accessories that have been used in conjunction with non-approved devices or have been repaired by unauthorized parties.
5. The Customer is responsible for delivering and for shipping the defective unit to authorized MVP service centers.

### **GUIDELINES ON FAIR WEAR AND TEAR**

Fair Wear and Tear is defined as damage or failure in the product caused by normal operational use within the specified limits of the Product.

The following are not considered to be Fair Wear and Tear:

1. Continued use of the Product though it is in need of repair or replacement
2. Unauthorized or improper repair, configuration or programming of Product
3. Using it outside the normal operational limits
4. Storage outside the Product's stated parameters
5. Use in abnormal working conditions
6. Electrostatic, electrical and magnetic stress
7. Failure to regularly maintain and clean the product as appropriate for the environment in which is used
8. Continued use of Product though it is in need of hardware or software update

### **OUR PROCESS**

In the event of an issue or problem, the Customer should report to any MVP accredited service center available in the area. MVP expects the center to provide the Customer with precise and thorough description of the issue. The responsibility of the center is perform the following actions:

1. Conduct further tests to identify the issue
2. Check if there are cosmetic repairs
3. Implement a short-term work-around
4. Determine if the issue cannot be resolved and should replace the Product with a working unit

In this process, MVP accredited service center shall allocate a ticket number issued to the Customer for tracking right through the repair cycle. This number serves as definitive reference between the Customer and MVP.

If after examination that MVP cannot verify the fault, the Product will be returned to the Customer in an 'as received' state. A 'No Fault Found' charge shall be made to cover the cost of the assessment.

However, if the Product has been assessed and found to be 'Beyond Economic Repair', it will be returned to the Customer in an 'as received state' with its warranty treated as void. A charge will also be made to cover the cost of the investigation except where the customer purchases a replacement Terminal.

If the returned Product is discovered to have its warranty seal broken by unauthorized individuals and parties, then MVP will impose a 'Tampered With' charge and possible warranty treated as void.

The Buyer shall shoulder the shipping cost of the faulty product to any MVP-accredited service center available in the area.

MVP shall return the repaired product with the same software version that has been last used, unless this version has been replaced by a new version offering the same features and functionalities, and the previous version has been discontinued for more than twelve (12) months. If a new software version is to be required, then facilitating this update shall be at no extra cost to the Customer.

#### **FIRST-LEVEL REPAIR**

MVP would encourage and allows the Customer to do a simple repair, with the following conditions:

1. Simple fixes like rotary knobs, facility socket bungs, and other items that do not require opening the unit and breaking the warranty seal, drilling, special tools, or testing.
2. If the warranty seal is broken during the warranty period, then warranty is automatically void. Repair charges, as assessed by MVP, shall be applied.

An estimated prices for 1<sup>st</sup> level repair can be made available to customers for a particular model by contacting MVP accredited service center.

#### **SOFTWARE SUPPORT**

MVP International shall provide support for software upgrade for free or at no cost to the Customer.

The Software is tested before release but cannot be tested in every possible variation of it.

1. MVP does not guarantee that Software for Product is 100% error free. All efforts have been made to ensure that the Software has the newer or updated version from the time of delivery and use.
2. MVP ensures that the Software is free from
  - a. Viruses
  - b. Malware
  - c. Other forms of electronic possession and logic bombs, with definitions that are generally understood by the IT and computing industry worldwide

3. In case of errors found in the Software, MVP shall ensure that major improvements and fixes have been made at the earliest opportunity or replace the Software. Defect corrections shall be limited to those errors that may affect the performance of the two-way radios and which have been discovered within the twelve months from the date of the software release.

Where defects are discovered and known by MVP, the same agrees to immediately correct errors with appropriate fixes.

If problems occur during or after the Warranty coverage, not handled to satisfaction, or if there are questions regarding MVP, please contact MVP International at [sales@mvp-comm.com](mailto:sales@mvp-comm.com).

#### **NOTICE**

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