



BearCom Extended Warranty Described

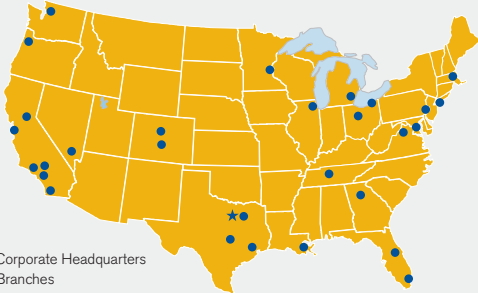
BearCom’s extended warranty plan is an optional plan, available in addition to BearCom’s standard commercial warranty, for select BearCom distributed two-way subscriber equipment. This plan is available for purchase at the time of an equipment order. Service performed under this plan consists of repair of the covered equipment as set forth in the terms and conditions herein. Service is provided by a designated BearCom facility. This plan is extended by BearCom, Inc. (“BearCom”) to the original purchaser or lessee only, and only to those purchasing or leasing for commercial, industrial, or public service use (“customer”). This plan is not assignable or transferable to any other party and applies within the fifty (50) United States and the District of Columbia.

Duration of Coverage

The duration of the plan varies by equipment model and may provide for up to three (3) years of coverage. The plan provides service coverage for one (1), two (2), or three (3) years beyond the commercial warranty, at a designated BearCom rate. The term of coverage begins on the first day after the commercial warranty expires and continues for the duration of the extended period as agreed.



**BearCom: America’s Only Nationwide
Wireless Dealer and Integrator!**



Call us today at one of our 29 branches for immediate sales, rentals, and service:

ATLANTA, GA 800.417.6272	DENVER, CO 877.312.2327	PHILADELPHIA, PA 877.319.2327
AUSTIN, TX 877.213.4797	DETROIT, MI 877.475.2327	PORTLAND, OR 888.371.2327
BOSTON, MA 877.301.2327	FT. LAUDERDALE, FL 800.731.2327	RIVERSIDE, CA 800.314.2327
CHANTILLY, VA 800.955.0003	HOUSTON, TX 800.856.2022	SACRAMENTO, CA 866.612.2330
CHICAGO, IL 800.900.2327	LAS VEGAS, NV 800.535.2489	SAN DIEGO, CA 877.706.2327
CLEVELAND, OH 216.642.1670	LOS ANGELES, CA 800.546.2327	SAN FRANCISCO, CA 800.953.2327
COLORADO SPRINGS, CO 719.528.8648	NASHVILLE, TN 877.454.2327	SEATTLE, WA 800.313.2327
COLUMBUS, OH 800.782.5458	NEW ORLEANS, LA 504.259.3041	ST. PAUL, MN 877.650.2327
COSTA MESA, CA 800.513.2660	NEW YORK, NY & NJ 888.841.3600	WASHINGTON, DC 877.895.2327
DALLAS, TX 800.449.6171	ORLANDO, FL 877.640.2327	



MOTOROLA SOLUTIONS
Radio Solutions Channel Partner

Vertex Standard
Authorized Dealer

ICOM

BEARCOM
Wireless Worldwide



Who We Are

Headquartered in Dallas, Texas, BearCom is America’s only nationwide wireless equipment dealer and integrator. We are well equipped to handle all of your wireless communications requirements, including sales, rentals, and service.

Thousands of commercial and government entities depend on BearCom to keep them connected—everywhere, all the time. Founded in 1981, BearCom serves customers from 29 branch offices located throughout the U.S., has several affiliated offices around the world, and employs approximately 375 people.

**Why Protect Your Investment with a BearCom
Extended Warranty?**

- ***You save money on repairs made to equipment you rely on every day.***
- ***Equipment kept in top condition lasts longer.***
- ***There’s peace of mind in knowing BearCom has the largest and most efficient repair facility in the nation.***





However, equipment damaged beyond repair will not be replaced by BearCom.

Under this plan, repair includes:

- *Testing and restoring the equipment to manufacturer's factory specifications.* Restoration, at BearCom's option, may include the replacement of parts or boards with functionally equivalent, reconditioned, or new parts or boards. Replaced parts, boards, or equipment are covered for the remaining time period of the plan. All replaced parts, boards, or equipment shall become the property of BearCom and will not be returned to the customer.
- *Reprogramming equipment to original operating parameters based on the customer template, if retrievable, or from a customer-supplied backup diskette.* If the customer template is not retrievable, a generic template utilizing the latest radio programming software version for that equipment will be used.
- *Cleaning of external housing of the equipment.* BearCom will pay the inbound shipping charges only if the customer uses the BearCom-designated delivery service. BearCom will pay for outbound shipping.

Services Provided

If equipment covered by the plan fails to perform in accordance with the published specifications in effect at the time equipment was purchased, BearCom will repair the equipment at a designated BearCom service facility. Such action on the part of BearCom shall be the full extent of BearCom's liability under the plan.

General Provisions

There are no warranties, express or implied, regarding repair service advantage, including, without limitation to, implied warranties of merchant's ability and fitness for a particular purpose. Notwithstanding any other provision, except for personal injury, BearCom's total liability for losses arising out of or related to this plan, whether for breach of contract, negligence, warranty, strict liability in tort, or otherwise, is limited to the price of twelve (12) months of service provided under the plan for the particular equipment covered. In no event, whether for breach of contract, warranty, or otherwise, will BearCom be liable for incidental, special, indirect, punitive, or consequential damages to the full extent such may be disclaimed by law, including, but not limited to, loss of profit or revenue, loss of use of the products or any associated equipment, loss of data, cost of capital, cost of substitute product(s), facilities, or services, or downtime costs, or for any claim against customer by any party except for money due upon an open account. No action shall be brought for any breach of these plans more than one (1) year after the accrual of such cause of action.



Equipment Excluded

Excluded equipment includes encryption, analog voice secure board (manufactured by Transcript), custom or special products, belt clips, optional accessories, non-standard mobile microphones, iDEN accessories, iDEN mobile microphones, portable remote speaker microphones, optional or additional control heads, mobile external speakers, single and multiple-unit portable chargers, batteries, mobile power and antenna cables, mobile antennas, portable antennas, power supplies, and radio manufacturer software, such as, but not limited to, Motorola Solutions, Vertex Standard, and Icom America. Equipment whose serial number has been removed or made illegible and will not power up also is excluded.

Services Excluded

This plan does not cover defects, malfunctions, performance failures, or damages to the unit resulting from:

- Use in other than its normal and customary manner
- Misuse, vandalism, accident, acts of God, or neglect
- Defects or damage due to physical, chemical, or liquid damage
- Improper disassembly, testing, operation, maintenance, installation, modification, adjustment, alteration, or repair

This plan also excludes:

- Radio frequency coverage or range over which the equipment will transmit and receive signals
- Upgrades and reprogramming
- Local services or annual maintenance required for maintaining normal operation of the equipment
- Scratches or cosmetic damage to equipment surfaces that do not affect operation
- Inbound freight insurance charges for declared values in excess of \$100 on inbound shipments

General Terms

- If any court renders any portion of this plan unenforceable, the remaining terms will continue in full force and effect.
- This plan and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Illinois.
- Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
- Neither party is liable for delays or lack of performance resulting from any causes, such as strikes, material shortages, or acts of God that are beyond that party's reasonable control.
- These terms and conditions may not be altered, amended, or modified.
- Neither party will be bound by any terms contained in customer's purchase orders, acknowledgements, or other writings.

