



LIMITED WARRANTY & CLAIM PROCEDURES

RTS TRUST SOUTH AFRICA WARRANTS that this RTS radio communication product and/or genuine RTS accessory ("Product") is free from defects in material and workmanship, according to the following terms and conditions:

1. The limited warranty for the radio communication equipment, data product and all genuine RTS accessories (except for battery packs, antennae, speakers, microphones and knobs) extends for the first twelve (12) months beginning on the date of purchase of the Product.
2. The limited warranty for genuine RTS battery packs extends for the first six (6) months and antennae, speakers, microphones and knobs for the first three (3) months beginning on the date of purchase of the Product.
3. The limited warranty extends only to the original purchaser ("Consumer") of the Product and is not assignable or transferable to any subsequent purchaser/end user.
4. The limited warranty extends only to Consumers who purchase the Product in one of the countries set forth at the end of this document. (Paragraph 15)
5. During the limited warranty period, RTS Trust or its authorised service centre will repair or replace, at RTS Trust's option, any defective Product or parts thereof with new or factory rebuilt replacement items and return the Product to the Consumer in working condition. No charge will be made to the Consumer for either parts or labour in repairing or replacing the Product. All replaced parts, boards or equipment shall become property of RTS Trust. The external housing and cosmetic parts shall be free of defects at the time of shipment and therefore shall not be covered under these limited warranty terms.
6. Repaired Product will be warranted for the balance of the original warranty period or for ninety (90) days from the date of repair, whichever is longer.
7. Upon request from RTS Trust or its authorised service centre, the Consumer must provide purchase receipt or other information to prove the date and place of purchase.
8. Transportation, delivery, and handling charges incurred in the transport of the Product to and from RTS Trust or its authorised service centre will be borne by the Consumer.
9. The Consumer shall have no coverage of benefits under this limited warranty if any of the following conditions are applicable:
 - a) The Product has been subject to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, exposure to excessive temperature or other such environmental conditions, unauthorised modifications, unauthorised connections, unauthorised repair including but not limited to use of unauthorised spare parts in repairs, misuse, neglect, abuse, accident, alteration, and improper installation. Acts of God, spillage of foods or liquids, maladjustment of customer controls or other acts which are beyond reasonable control of RTS Trust, including deficiencies in consumable parts such as fuses and breakage or damage to antennas, unless caused directly by defects in materials or workmanship and normal wear and tear of the Product.
 - b) RTS Trust was not notified by Consumer of the alleged defect or malfunction of the Product during the applicable limited warranty period.
 - c) The Product serial number or the accessory date code has been removed, defaced or altered.
 - d) The defect or damage was caused by defective function of the radio communication system or by inadequate signal reception by the external antenna.
 - e) The Product was used with or connected to accessory not supplied by RTS Trust, not fit for use with Alan / Midland radio communication equipment or used other than for its intended use.
 - f) The battery was short circuited, or seals of the battery enclosure or cells are broken or show evidence of tampering or the battery was used in equipment other than that for which has been specified.
10. If a problem develops during the limited warranty period, the Consumer should take the following step-by-step procedure:
 - a) Visit the Midland-SA website www.midland.co.za and follow the service procedures
 - b) Or the Consumer shall return the Product to the place of purchase for repair or replacement processing.
 - c) If "a & b" is not convenient, the Consumer may contact the local RTS Trust office for the location of the nearest authorised service centre by calling the RTS Trust Customer Care line on 27 (087) 550 1035
 - d) The Consumer shall arrange for the Product to be delivered to the authorised service centre. Expenses related to removing the Product from an installation are not covered under this limited warranty.
 - e) The Consumer will be billed for any parts or labour charges not covered by this limited warranty. The Consumer shall be responsible for expenses related to reinstallation of the Product.
 - f) If the Product is returned to RTS Trust after the expiration of the warranty period, RTS Trust's normal service policies shall apply and the Consumer will be charged accordingly.
11. ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE, SHALL BE LIMITED TO THE DURATION OF THE FOREGOING WRITTEN WARRANTY. OTHERWISE, THE FOREGOING WARRANTY IS THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. RTS TRUST SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR

LOSS OF ANTICIPATED BENEFITS OR PROFITS, LOSS OR IMPAIRMENT OF PRIVACY OF CONVERSATIONS, WORK STOPPAGE OR LOSS OR IMPAIRMENT OF DATA ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT.

12. The benefits conferred by this limited warranty are in addition to all other rights and remedies under any applicable mandatory legislation as may be in force from country to country.

13. RTS Trust neither assumes nor authorises any authorised service centre or any person or entity to assume for it any other obligation or liability beyond that which is expressly provided for in this limited warranty.

14. All warranty information, product features and specifications are subject to change without notice.

15. The countries in which this limited warranty is in force, subject to clause 4 above are Republic of South Africa, Republic of Namibia, Republic of Botswana, Republic of Mozambique, Republic of Zimbabwe, Republic of Malawi, Kingdom of Lesotho, Kingdom of Swaziland, Republic of Zambia, and Republic of Angola