

Limited Warranty

Subject to the exclusions set forth below, Midland Radio Corporation will repair or replace, at its option without charge, any Midland WR400 which fails due to a defect in material or workmanship within One Year following the initial consumer purchase. This warranty does not apply to water damage, battery leak, abuse or misuse of unauthorized accessories, unauthorized service or modification or altered products. Accessories have a 90 day warranty from date of purchase, including any charge cables or batteries.

ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED AS SET FORTH HEREIN AND TO THE DURATION OF THE LIMITED WARRANTY, OTHERWISE THE REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE CONSUMER AND IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IN NO EVENT SHALL MIDLAND BE LIABLE, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, BODILY INJURY, PROPERTY DAMAGE AND DEATH) FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR ACCESSORY, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE PRODUCTS OR ACCESSORIES TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW.

For Product Purchased in Canada:

Performance of any obligation under this warranty may be obtained by returning the warranted product, along with proof of purchase, to your place of purchase in Canada. This warranty gives you specified legal rights. Additional warranty rights may be provided by law in some areas within Canada.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Note: The above warranty applies only to merchandise purchased in the United States of America or any of the territories or possessions thereof, or from a U.S. Military exchange.

For Product Purchased in the USA:

Performance of any obligation under this warranty may be obtained by returning the warranted product, prepaid freight, along with proof of purchase to:

Midland Radio Corporation
Warranty Service Department
5900 Parretta Drive
Kansas City, MO 64120