

Exhibit B – E.F. Johnson Warranty Statement

Warranty Statement

E.F. Johnson Company (“EFJohnson”) warrants to the original purchaser for use (“Customer”) that the portable and mobile radio equipment manufactured by EFJohnson (“Products”) and software implemented onto the Products (“Software”) are free from defects in material and workmanship by conforming to EFJohnson’s published technical specifications as of the date of shipment for a period of one (1) year from the date of shipment by EFJohnson with the exception of the Viking series of portable radios offered by EFJohnson covered by a warranty for a period of two (2) years from the date of shipment by EFJohnson (each respectively the “Warranty Period”). EFJohnson makes no warranty with respect to the equipment not manufactured by EFJohnson, and any such equipment shall carry the original equipment manufacturer’s warranty. EFJohnson further makes no warranty as to, and specifically disclaims liability for, availability, range, coverage, grade of service or operation of the repeater system provided by the carrier or repeater operator. Any repaired or replaced Products or Software shall be warranted for the remainder of the original Warranty Period or for ninety (90) days from the Customer’s receipt of the repaired or replaced Product or Software, whichever is longer.

If any Product fails to meet the warranty set forth above during the applicable Warranty Period and is returned to a location designated by EFJohnson, EFJohnson, at its option, shall either repair or replace such Product, directly or through an authorized service agent, within thirty (30) days of receipt of same. No Products may be returned without the prior written authorization from EFJohnson. EFJohnson will pay the shipping charges if the Product is repaired or replaced under warranty. Repair or replacement of Products as set forth in this paragraph fulfills any and all warranty obligations on the part of EFJohnson.

If any Software fails to meet the warranty set forth above during the applicable Warranty Period, the Customer must notify EFJohnson in writing before the expiration of the Warranty Period. Whether Software defects occur will be determined solely upon reference to EFJohnson’s published operational and technical specifications as of the date of shipment, and to any additional technical documentation incorporated into the mutually agreed-upon contractual agreement. EFJohnson does not warrant that the use of the Software will be uninterrupted or error-free or that the Software will meet particular (other than contractually agreed-upon) requirements. Upon receipt of such notice, EFJohnson will investigate the warranty claim. If this investigation confirms a valid warranty claim, EFJohnson will, at its option and at no additional charge to the Customer, repair the defect, replace the defective Software with the same or equivalent Software, or refund the price of the defective Software or individual Product in which the Software is embedded or for which it is provided. Such action will be the full extent of EFJohnson’s liability and the Customer’s sole remedy for a breach of this Warranty. If the investigation indicates that the Warranty claim is not valid, then EFJohnson may invoice the Customer for responding to a claim on a time and materials basis using EFJohnson’s then current labor rates.

This warranty is void and EFJohnson shall not be obligated to replace or repair any Products and/or Software if: (i) the Product and/or Software has been used in other than its normal and customary manner, (ii) the Product and/or Software has been subject to misuse, accident, neglect or damage or has been used with other than EFJohnson approved accessories and equipment or has been improperly installed, (iii) the Products and/or Software have been installed and/or maintained by individuals who have not followed EFJohnson’s then current installation or maintenance procedures and/or are not trained and certified by EFJohnson on the Products and/or Software, (iv) unauthorized alterations or repairs have been made or unapproved parts have been used with the Product and/or Software, or (v) Customer failed to notify EFJohnson or an EFJohnson authorized service agent of the defect during the applicable Warranty Period.

THE AFORESAID WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED AND IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EFJOHNSON AND CUSTOMER AGREE THAT CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF ANY SAID WARRANTIES IS AS SET FORTH ABOVE. CUSTOMER AGREES THAT IN NO EVENT SHALL EFJOHNSON BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES WHETHER ON THE BASIS OF NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. THE TOTAL LIABILITY OF EFJOHNSON ON ANY AND ALL CLAIMS SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM. The purpose of the exclusive remedies set forth above shall be to provide Customer with repair or replacement of non-complying Products in the manner provided above. These exclusive remedies shall not be deemed to have failed of their essential purpose so long as EFJohnson is willing and able to repair or replace non-complying Products in the manner set forth above.

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