

BENDIX KING PRODUCT WARRANTY STATEMENT

Effective April 7, 2017

WARRANTY TERM ON PRODUCTS:

New Products:

- BendixKing Product Line, including Silver Crown, KSN, AeroWave, IHAS, TCAS I and Moving Map Systems – Two (2) years from date of delivery to retail customers, provided that this delivery occurs within eighteen (18) months of shipment from Seller.
- CAS 66/67/A/B TCAS II/ACAS – Three (3) years from date of delivery to retail customers, provided that this delivery occurs within eighteen (18) months of shipment from Seller.

BendixKing Repaired and Overhauled Products:

- BendixKing Product Line, including Silver Crown, KSN, AeroWave, IHAS, TCAS I, and Moving Map Systems – Three (3) month overhaul warranty from the date of shipment from the Seller.
- BendixKing Product Line, including Gold Crown, and CAS 66/67/A/B TCASII/ACAS – One (1) year limited repair warranty from date of shipment from the Seller.

Service Parts:

- Twelve (12) months from the date of shipment from Seller.

PRODUCT WARRANTY:

"Nonconformance" means failure to operate due to defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute Nonconformance.

"Product" means end items, line replaceable units and components thereof, including those returned for exchange.

Seller warrants that at time of shipment to Buyer its Products will comply with applicable Seller drawings and for a period of time defined above the Products will be free from defects in workmanship and material. This warranty runs to the Buyer, its successors, assigns, and customers.

Products that are normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (e.g. flashtubes, lamps, batteries, storage capacitors) are not covered under this warranty.

Buyer must notify Seller in writing during the warranty period of a Nonconformance and, within 30 calendar days of discovery of the Nonconformance, disposition the Product in accordance with Seller's written instructions.

Seller's obligation and Buyer's sole remedy under this warranty is repair or replacement, at Seller's election, of any Product Nonconformance. All Products repaired or replaced are warranted for the unexpired portion of the original warranty period.

Seller assumes round trip shipping costs for nonconforming Products in an amount not to exceed actual reasonable direct freight charges to and from Seller's nearest warranty repair facility for such Products. Buyer will provide copies of freight invoices to Seller upon request. Round trip shipping costs expressly exclude freight forwarding, taxes, duties, and tariffs. The party initiating transportation will bear the risk of loss or damage to Products in transit. If Seller reasonably determines that a Nonconformance does not exist, then Buyer will pay all expenses related to the improper return including, but not limited to, analysis and shipping charges.

Seller will not be liable under this warranty if the Product has been exposed or subjected to any: a) maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use that is improper or otherwise not in compliance with Seller's instruction; b) alteration, modification, or repair by anyone other than Seller or those specifically authorized by Seller; c) accident, contamination, corrosion, foreign object damage, abuse, neglect, or negligence after shipment to Buyer; d) damage caused by failure of a Seller supplied Product not under warranty or by any hardware or software not supplied by Seller; or e) use of counterfeit or replacement parts that are neither manufactured nor approved by Seller for use in Seller's manufactured Products.

Seller has no obligation under this warranty unless Buyer maintains records that accurately document operating time, maintenance performed, and the nature of the unsatisfactory condition of Seller's Product. Upon Seller's request, Buyer will give Seller access to these records for substantiating warranty claims.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY SELLER'S AUTHORIZED REPRESENTATIVE.