

Limited Warranty

I. HARDWARE

FREEFLIGHT SYSTEMS, LTD. ("FREEFLIGHT"), 3700 Interstate 35, Waco, TX 76706, hereby warrants to the first retail purchaser only, that hardware purchased hereunder will be free from defects in material and workmanship for a period of two (2) years from the date of installation, not to exceed thirty (30) months from the date of shipment from FREEFLIGHT's factory. Should defects be found, FREEFLIGHT at its option, will repair or replace the product in which physical defects in materials or workmanship occur. The foregoing states the sole liability and obligation of FREEFLIGHT arising out of this warranty, and such warranty is subject to the following CONDITIONS AND LIMITATIONS.

- (A) The defect shall occur under normal use and service for which this product was intended. FREEFLIGHT shall not be obligated or liable under this Warranty for defects which FREEFLIGHT's examination discloses are due to: (1) tampering, (2) misuse, (3) abuse, (4) neglect, (5) improper storage or maintenance, (6) use in a manner beyond which such equipment is normally intended to be used, (7) improper repair or poor workmanship by those who are not authorized by FREEFLIGHT to repair the products or use of defective material by such unauthorized persons, and (8) any other cause except for defects in material or workmanship caused by FREEFLIGHT.
- (B) The warranty card supplied with the product must be completed and returned to FREEFLIGHT within 15 days of installation of the product in order for this Warranty to become effective.
- (C) The product is sold and installed by an authorized dealer. A list of all authorized FREEFLIGHT dealers may be obtained from FREEFLIGHT.
- (D) The company must have received a copy of a completed FAA Form 337 covering installation of the product in the purchaser's aircraft, or equivalent documentation showing installation of the product by the authorized FREEFLIGHT dealer.
- (E) The product shall be returned to FREEFLIGHT via the dealer with transportation charges prepaid. After correction of the defects, the products will be returned to the purchaser, transportation charges prepaid, except for returns to purchasers in foreign countries, which purchasers shall be responsible for payment of such charges from the American Port of exit to purchaser's place of business. The risk of loss or damage to all products in transit shall be assumed by the party initiating the transportation of such products.

II. DATA

FREEFLIGHT warrants that the media on which the database is recorded will be free from defects in materials and workmanship under normal use for a period of two (2) years from the Delivery Date. Purchaser's sole and exclusive remedy, and FREEFLIGHT's sole and exclusive liability, under this warranty will be FREEFLIGHT's replacement of the media.

III. ITEMS NOT COVERED BY WARRANTY

EXCEPT FOR THE EXPRESS WARRANTIES GRANTED IN SECTIONS I AND II ABOVE, FREEFLIGHT MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO ITS PRODUCT AND DISCLAIMS THE SAME. FREEFLIGHT MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE DESIGN, ADEQUACY, ACCURACY, RELIABILITY, SAFETY OR CONFORMANCE WITH GOVERNMENT STANDARDS OR REGULATION OF ANY FLIGHT PROCEDURE PRESCRIBED BY A GOVERNMENT AUTHORITY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, FREEFLIGHT MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ADEQUACY, ACCURACY, RELIABILITY, SAFETY, OR CONFORMANCE WITH GOVERNMENT STANDARDS OR REGULATIONS, OF ANY INFORMATION CONTAINED IN THE PRODUCT WHICH IS PUBLISHED BY OTHERS OR WHICH FREEFLIGHT OBTAINED FROM OTHERS.

FURTHER, FREEFLIGHT MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE COMPLETENESS OF ANY DATA, FLIGHT INFORMATION, OR FLIGHT PROCEDURE CONTAINED IN ITS PRODUCT. FREEFLIGHT DOES NOT INCLUDE ALL AVAILABLE DATA IN ITS PRODUCT.

IV. LIMITATIONS ON WARRANTY

THIS WARRANTY IS LIMITED TO THE ORIGINAL RETAIL PURCHASER, EXCEPT WHERE THE PRODUCT IS USED OR PURCHASED PRIMARILY FOR THE PURCHASER'S PERSONAL OR FAMILY USE, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF ANY, AND SAID IMPLIED WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

WHERE THE PRODUCT IS USED OR PURCHASED PRIMARILY FOR THE PURCHASER'S PERSONAL OR FAMILY USE, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF ANY, ARE HEREBY EXPRESSLY LIMITED TO TWO (2) YEARS FROM THE DATE OF PURCHASE OF THE PRODUCT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF AN IMPLIED WARRANTY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE, THE ABOVE LIMITATIONS CONCERNING THE EXCLUSION OF IMPLIED WARRANTIES AND LIMITATIONS OF DAMAGES MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

LIMITATION OF LIABILITY

FREEFLIGHT'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY YOU TO OBTAIN THE PRODUCT. FREEFLIGHT SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER TYPES OF DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, AND PERSONAL INJURY. FREEFLIGHT EXPRESSLY EXCLUDES AND DISCLAIMS SUCH DAMAGES RESULTING FROM OR CAUSED BY, THE USE, OPERATION, FAILURE, MALFUNCTION OR DEFECT OF ANY FREEFLIGHT PRODUCT, WHETHER OR NOT LIABILITY FOR SUCH DAMAGES IS DUE TO TORT (INCLUDING NEGLIGENCE), CONTRACT, WARRANTY, OR STRICT LIABILITY. THESE LIMITATIONS WILL APPLY EVEN IF FREEFLIGHT OR AN AUTHORIZED DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. YOU ACKNOWLEDGE THAT THE AMOUNT PAID FOR THE PRODUCT REFLECTS THIS ALLOCATION OF RISK. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

To obtain service under this warranty contact: FreeFlight Systems at (254) 662-0000.

Purchase Date

Model Number

Serial Number