

## **Aviation Warranty, Indemnification, Insurance, and Limitation of Damages**

1. ASI, Inc. (ASI) warrants that its aviation products are free from defects in materials or workmanship. ASI warrants that the product will conform to specifications, in effect at the time of delivery, as ordered by Buyer. In addition to its obligations to indemnify under paragraph 7, ASI agrees to replace any product found defective and returned to ASI. Replacement shall be made as soon as possible, including expedite freight if schedule is urgent, or within (21 ) days, or as soon as practical, after Buyer's notification to ASI of the defective or non-conforming product, when not urgent.
2. This warranty will remain in effect for: one year from the date of shipment by ASI to Buyer for new TSO'd products; one year from the date of shipment for any purchased newly-overhauled products; six months for newly-overhauled products exchanged through ASI; and 90 days for factory repaired or newly-overhauled products exchanged at ASI in lieu of repair.
3. Within the applicable period, ASI will, at its sole option, repair or replace any component or product that fails in normal use with a new or newly overhauled replacement component/product or offer a full refund of the purchase price. Such repairs or replacement will be made at no charge to the customer for parts or labor, other than the customer shall be responsible for any transportation cost. **SUCH REMEDY SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.**
4. After examining and testing a returned product, if ASI concludes that a returned product is not defective, Customer will then be notified, the product returned at Customer's expense, and a charge made for examination and testing. This warranty does not apply to: (i) cosmetic damage, such as scratches, nicks and dents; (ii) consumable parts, unless product damage has occurred due to a defect in materials or workmanship; (iii) damage caused by accident, abuse, misuse, misapplication, improper calibration by Customer, water, flood, fire, or other acts of nature or external causes; (iv) damage caused by service performed by anyone who is not an authorized service provider of ASI; or (v) damage to a product that has been modified or altered without the written permission of ASI. In addition, ASI reserves the right to refuse warranty claims against products or services that are obtained and/or used in contravention of the laws of any country. Notwithstanding the foregoing, ASI shall have no obligation under this warranty if the product becomes defective in whole or in part as a result of the repairs, modifications or because of misapplication or improper handling after delivery to Buyer.
5. **Third Party Purchases:** Products purchased through online auctions or third parties who are not authorized ASI agents are not eligible for warranty coverage. Online auction confirmations are not accepted for warranty verification. ASI will not replace missing components from any package purchased through an online auction or from an unauthorized third party.
6. **International Purchases:** A separate warranty may be provided by international distributors for devices purchased outside the United States depending on the country. If applicable, this warranty is provided through the local in-country distributor. Distributor warranties are only valid in the area of intended distribution. Devices purchased in the United States or Canada must be returned to the ASI service center in the United States for service.
7. Each party hereby indemnifies and agrees to indemnify and hold harmless the other party from and against all third party claims, liability loss, damage and expense arising out of this agreement which result from the indemnifying party's breach of this agreement or negligence

in the indemnifying performance under this agreement, provided the indemnified party notifies the indemnifying party, in a timely manner of any such claim.

8. Each party shall carry commercial liability and maintain such insurance in force to cover the liabilities in type and limits as would be commercially reasonable in similar circumstances.
9. Neither party shall not be liable to the other party for any loss of profits or any special incidental, indirect, or consequential damages sustained or alleged to have been sustained in the course of this agreement, or as a result of the termination of this agreement.
10. THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE. IN NO EVENT SHALL ASI BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

To Obtain Warranty Service, please complete these two easy steps:

Contact ASI Technical Support to receive an RMA number.

Aviation products require an authorized person to return the aircraft system to service after product repair. Please arrange RMA's through Authorized ASI Aviation Service Centers.

Call or e-mail ASI Technical Support Specialists (see below) to describe the problem you are experiencing and request a Return Material Authorization (RMA) tracking number. You will need to provide the unit's serial number, your return shipping address, and a daytime telephone number.

Phone: 334-826-8008 ext 20  
Fax: 334-826-8038  
E-mail: [brian@archangel.com](mailto:brian@archangel.com)

Once you have received the RMA number, ship the unit (insured) to the following address. (The RMA number must be written on the outside of the package). It is preferable to return the product using the original packaging. In any case, customers are responsible for any damage occurring during shipment.

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