



STANDARD LIMITED WARRANTY

Southern Avionics Company (hereinafter called SAC) warrants to the original Purchaser for a period of Twenty-Four (24) Months from the date of shipment to the original Purchaser, that the goods sold under this warranty were at the time of the delivery, free from defects resulting from faulty material or workmanship.

This limited warranty is in lieu of all other representations and express warranties and is made for the benefit of the original purchaser only and is not made for the benefit of any party other than original Purchaser. All implied warranties existing under the law are hereby expressly negated; particularly, SAC hereby negates and disclaims the implied warranty of merchantability and implied warranty of fitness for a particular purpose.

SAC authorized Service Technician must install, maintain and repair all equipment in accordance with SAC recommendation and good engineering practice.

SAC cannot warrant, guarantee, or be responsible for:

- (a) improper or unauthorized installation.
- (b) defects or failures caused in whole or part by abuse, misuse, unauthorized repair attempts, or unauthorized alteration or modification of equipment.
- (c) performance of equipment when it is used in combination with other equipment not purchased, specified, or has written approval by SAC.
- (d) damages and performance limitations due to outside forces e.g. lightning.
- (e) for any other reason SAC determines equipment not operating properly as a result of causes other than poor workmanship or defective material.

If Purchaser believes that these goods do not comply with the express warranty stated above, or any existing and applicable implied warranty which under the law cannot be disclaimed, or negated, as provided above, then Purchaser may request that SAC inspect the goods by requesting a Customer Service (CS) number by contacting our Technical Department at Telephone: +409-842-1717; Fax: +409-842-2987; or email: techdept@southernavionics.com and then shipping the goods prepaid, insured, and correctly packed to prevent damage during transit, to Southern Avionics Company, Attention: Warranty Repair, 5055 Belmont Street, Beaumont, Texas, 77707 U.S.A., within Sixty (60) days after Purchaser knows, or should have known, that the goods allegedly do not conform with the warranty.

Shipments must include CS# and written documentation specifying (a) Purchaser's contact information: Name, Address, Telephone Number & email address, (b) Serial Number of the Transmitter (c) Location of the installation, and (d) Description of the alleged nonconformity with the warranty.

If SAC determines that the goods are covered by this warranty, SAC will repair or replace the goods and return them F.O.B. Beaumont, Texas U.S.A. In no event will SAC be obligated or required to remove the non-conforming goods from their place of installation and/or to install any replacement goods. All replacement goods are warranted to the extent provided herein for the remaining term of this warranty.

In the event purchaser chooses to commence an action for breach of warranty or breach of contract arising out of the sale of the goods pursuant to this invoice, the purchaser must commence such action within One (1) year after the course of action accrues. The remedy provided herein shall be the sole and exclusive remedy for breach of this warranty, for any breach of any implied warranty existing and applicable under the laws of the United States of America (to the extent that any such warranty has not been successfully negated and disclaimed hereinabove) and for any act of negligence or other tortuous act committed by SAC, and in no event shall SAC be liable to the Purchaser or any third party for any incidental, consequential or special damages resulting from any defect in the goods or any failure of the goods to conform with this warranty or any implied warranty existing and applicable under U.S. law (to the extent that any such implied warranty has not been successfully negated and disclaimed hereinabove.)

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