

## Limited Warranty and Disclaimer

This Limited Warranty and Disclaimer extends only to products purchased directly from BECKER AVIONICS or an BECKER AVIONICS Authorized Partner which include BECKER AVIONICS Dealers, Distributors, or other BECKER AVIONICS authorized entity.

BECKER AVIONICS warrants its products to be free of defects in material and workmanship under normal use for two (2) years from the date of purchase.

All products returned to BECKER AVIONICS require a Return Material Authorization (RMA) number. The RMA number is obtained from the BECKER AVIONICS Service Department. The RMA number must be clearly marked on the outside of each box. The RMA is valid for a 30-day period. After the 30-day period the RMA will be cancelled. Any shipments received not consistent with the RMA, or after the RMA is cancelled, will be refused. BECKER AVIONICS is not responsible for products returned without a valid RMA number.

BECKER AVIONICS is not liable for any damages caused by its products or for the failure of its products to perform. This includes any lost profits, lost savings, incidental damages, or consequential damages. BECKER AVIONICS is not liable for any claim made by a third party or by an BECKER AVIONICS Authorized Partner for a third party.

This Limited Warranty does not apply to:

- (a) Any BECKER AVIONICS product that has been modified, altered or repaired by an unauthorized agent or improperly transported, stored, installed, used, or maintained;
- (b) Damage caused by acts of nature, including flood, erosion, or earthquake;
- (c) Damage caused by a sustained low or high voltage situation or by a low or high voltage disturbance, including brownouts, sags, spikes, or power outages; or
- (d) Damage caused by war, vandalism, theft, depletion, or obsolescence.

This limitation of liability applies whether damages are sought, or a claim is made, under this warranty or as a tort claim (including negligence and strict product liability), a contract claim, or any other claim. This limitation of liability cannot be waived or amended by any person. This limitation of liability will be effective even if BECKER AVIONICS or an authorized representative of BECKER AVIONICS has been advised of the possibility of any such damages. This limitation of liability, however, will not apply to claims for personal injury.

Some states do not allow a limitation of how long an implied warranty last. Some states do not allow the limitation or exclusion of incidental or consequential damages for consumer products.

In such states, the limitation or exclusion of the Limited Warranty may not apply. This Limited Warranty gives the owner specific legal rights. The owner may also have other rights that vary from state to state. The owner is advised to consult applicable state laws for full determination of rights.

**EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, BECKER AVIONICS MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BECKER AVIONICS EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED TO THE TERMS OF THIS LIMITED WARRANTY. EXCEPT AS OTHERWISE LIMITED BY APPLICABLE LAW, BECKER AVIONICS RESERVES THE RIGHT TO MODIFY OR DISCONTINUE DESIGNS, SPECIFICATIONS, WARRANTIES, PRICES, AND POLICIES WITHOUT NOTICE.**

## **Warranty Repair Policy**

BECKER AVIONICS will repair any defect due to material or workmanship issues during the applicable warranty period at no cost to the BECKER AVIONICS Authorized Partner, provided that the BECKER AVIONICS Authorized Partner is responsible for in-bound freight and BECKER AVIONICS is responsible for out-bound ground freight expenses.

The BECKER AVIONICS Authorized Partner is required to contact BECKER AVIONICS Technical Support to validate the failure before pursuing this service.

BECKER AVIONICS will complete the repair and ship the product within three (3) business days after receipt of the product by BECKER AVIONICS. The BECKER AVIONICS Authorized Partner will be notified if repair cannot be completed within three (3) business days.

Products repaired will carry a 180 day warranty or the balance of the remaining warranty, whichever is greater.

Products that are returned and exhibit signs of damage or unauthorized use will be processed under the Non-Warranty Repair Policy.

BECKER AVIONICS will continue to provide Warranty Repair Services for products discontinued or replaced by a Product Discontinuance Notice.

## **Non-Warranty Repair Policy**

Products that do not qualify to be repaired under the Warranty Repair Policy due to age of the product or Condition of the product may be repaired utilizing this service.

The BECKER AVIONICS Authorized Partner is required to contact BECKER AVIONICS Technical Support to validate the failure before pursuing this service.

BECKER AVIONICS will complete the repair and ship the product within three (3) business days after receipt of the product by BECKER AVIONICS. The BECKER AVIONICS Authorized Partner will be notified if repair cannot be completed within three (3) business days.

Non-warranty repair is a billable service.

Products repaired under this policy will carry a 180 day warranty on material and labor.

BECKER AVIONICS will notify the BECKER AVIONICS Authorized Partner with the cost of repair, if cost is greater than the Standard Repair Fee, within three (3) days of receipt.

The BECKER AVIONICS Authorized Partner must provide a Purchase Order or credit card number within five (5) days of notification, or the product will be returned to the BECKER AVIONICS Authorized Partner.

The BECKER AVIONICS Authorized Partner will be responsible for in-bound and out-bound freight expenses.

Products will be repaired within three (3) business days after BECKER AVIONICS Authorized Partner approval is obtained.

Non-repairable products will be returned to the BECKER AVIONICS Authorized Partner with an explanation.

## **Advance Replacement & Exchange Policy**

BECKER AVIONICS will provide Advance Replacement (Exchange) products to a BECKER AVIONICS Authorized Partner during the first **month** period of the BECKER AVIONICS warranty term if equipment fails to perform. This Exchange policy applies for both used and new units alike. An exchange unit will be exchanged with a unit with the same condition.

The BECKER AVIONICS Authorized Partner must contact BECKER AVIONICS Technical Support to validate the failure before pursuing this service.

To help maintain BECKER AVIONICS Authorized Partner and BECKER AVIONICS records, a Purchase Order will be required from the BECKER AVIONICS Authorized Partner.

The BECKER AVIONICS Authorized Partner will be invoiced only for the price of the Advance Replacement (Exchange). BECKER AVIONICS will pay for the default freight charges. Should the BECKER AVIONICS Authorized Partner need to use a different shipment method, the Authorized Partner will pay the difference.

BECKER AVIONICS will issue an RMA for the defective product.

To be eligible for credit, the BECKER AVIONICS Authorized Partner must agree to return the defective product within thirty (30) days of issuance of the RMA.

Credit will be applied to the BECKER AVIONICS Authorized Partner account for up to the original purchase price within fifteen (15) business days after receipt and verification of the defective product. The actual amount of credit will be subject to the condition of the product returned.

This service is subject to product availability.

BECKER AVIONICS will continue to provide Advance Replacement (Exchange) support, per the above-mentioned guidelines, for product that has been discontinued or replaced via a Product Discontinuance Notice. It will be at BECKER AVIONICS' sole discretion as to if a replacement product or the original product will be used as the Advanced Exchange unit.

## **Return for Credit**

During the first six (6) months of the warranty period, BECKER AVIONICS will allow the BECKER AVIONICS Authorized Partner to return products purchased from BECKER AVIONICS by the BECKER AVIONICS Authorized Partner for credit (restocking and service fees may apply).

Credit will be applied to the BECKER AVIONICS Authorized Partner account within fifteen (15) business days after receipt and verification of the returned product. The actual amount of credit will depend on the following factors:

- a. Physical condition of the product returned
- b. Whether all of the accessories and components of the assembly are returned
- c. Age of the product

Product returned less than one (1) month after purchase will be credited at a maximum of 90% of the original purchase price if the product has not been opened and 75% if the product that has been opened.

Product returned between one (1) month and three (3) months after purchase will be credited at a maximum of 75% of the original purchase price if the product has not been opened. For product that has been opened, the maximum credit will be 60%.

Product returned between three (3) months and six (6) months after purchase will be credited at a maximum of 60% of the original purchase price if the product has not been opened. For product that has been opened, the maximum credit will be 45%.

Obsolete, Special-Order, Customized or Modified products are not eligible for credit.

BECKER AVIONICS reserves the right to disallow any returns of product for credit after the issuance of an BECKER AVIONICS Product Discontinuance Notice.