

# WULFSBERG ELECTRONICS

***Chelton Avionics, Inc. (d.b.a. Wulfsberg Electronics)***

***Prescott, Arizona***

## WARRANTY STATEMENT

- A. Aviation products manufactured by Wulfsberg Electronics Division of Chelton Avionics, Inc. under the brand names "Wulfsberg Electronics" and/or "Chelton" are warranted against defects in design, material or workmanship caused by Wulfsberg or its authorized agent(s) for the Warranty Period as defined in Paragraph (B) of this statement which occur under normal and intended use and service, subject to all of the qualifications and conditions hereinafter stated.

Purchaser must notify Seller in writing of the Nonconformance of any Product within the warranty period and return the Product to Seller within thirty (30) days after such discovery.

Seller agrees to assume round trip transportation costs for a nonconforming Product in an amount not to exceed normal (non express) shipping charges within the continental United States or to the nearest authorized avionics repair facility for warranty repair of products delivered under an Order.

All import/export fees, taxes, duties, customs fees, documentation fees, and clearance fees shall remain the responsibility of the Purchaser. Please contact Wulfsberg Electronics to obtain a freight courier account number for prepaid shipping of the return.

- B. The Warranty Period for products shall begin upon the date of shipment from the factory and shall end 15 months thereafter.

Warranty coverage is only offered to Purchasers who make warranty claims within fifteen (15) months of the product's factory shipping date.

Where applicable, OEMs' Demonstration or Stock aircraft usage is restricted to 25 hours service if a NEW (FAR-21) 8130-3 serviceable tag is required. Any product returned for warranty repair with more than 25 hours of service will be issued a (FAR-145) Repair Station RETURN TO SERVICE tag. In making this determination, the Purchaser is responsible for supplying total number of hours of equipment usage to the Seller.

### Extended Warranty Coverage

Warranty coverage for products otherwise not eligible by reason of expiration of the fifteen (15) month period specified above may again become eligible for warranty protection, provided (a) that warranty registration occurs within (20) months of the product's factory shipping date and (b) that the product is submitted to Wulfsberg Electronics for inspection and certification and then the promulgated Wulfsberg Electronics extended warranty certification fee is paid.

- C. Any product Wulfsberg Electronics finds to be in violation of the warranty as set out in Paragraph (A) hereof, at the option of Wulfsberg Electronics, may be repaired, replaced, or exchanged, in accordance with the following procedures:

1. If Purchaser returns a product for warranty repair action and Seller determines that the product is ineligible under provisions of Paragraph (D) below, the Purchaser will be notified and shall have the option of having the product repaired, replaced, or exchanged at Purchaser's expense or to have the product returned without repair. In either case, Purchaser shall be responsible for all transportation charges.
2. The risk of loss or damage to all products in transit shall be borne by the party initiating the transportation of such products unless the Purchaser makes a request for a specific mode of transportation. In such case, the risk of loss and the cost of shipment shall be borne by the Purchaser.

All items repaired or replaced hereunder shall be warranted for the unexpired portion of the original Warranty Period.

- D. This warranty specifically excludes defects which Wulfsberg Electronics determines to be the result of:
1. Abuse, accident, or misuse;
  2. Contamination, negligence, tampering, or improper storage or maintenance;
  3. Repair or attempted repair by unauthorized persons or use of non-approved parts; or
  4. Products not installed in accordance with the appropriate installation manual.
- E. THE WARRANTY AS SET OUT IN PARAGRAPH (A) IS THE ONLY WARRANTY FOR WULFSBERG ELECTRONICS PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREWITH EXPRESSLY EXCLUDED AND DISCLAIMED.
- F. The remedies as set out in Paragraph (C) hereof state the entire liability of Wulfsberg Electronics and constitute the sole and exclusive remedy of the Purchaser. Wulfsberg Electronics shall not be liable for any other claim, loss, or damage, including but not limited to, incidental, consequential, or other kinds of damages whether based on contract, tort, negligence, or other theory of product liability.
- G. Wulfsberg Electronics reserves the right to make design changes, additions to, and improvements in its products without the obligation to install same in products previously manufactured.
- H. Wulfsberg Electronics reserves the right, in the best interest of the Purchaser, to exchange a unit with another of equal or greater value to meet airworthiness requirements.
- I. All costs incurred by the Purchaser for the removal and reinstallation of equipment pursuant to the warranties set forth above shall be the sole responsibility of the Purchaser.

**THIS IS A LIMITED WARRANTY**

**Rev. January 1, 2004**