

## LIMITED WARRANTY

The following LIMITED EXPRESS WARRANTY is extended by United Instruments to all aircraft manufacturers using a United Instruments Product covered herein as a component part of an airplane, to all ultimate purchasers of an airplane containing a United Instruments Product covered herein and to direct purchasers of a United Instruments Product covered herein.

(I) United Instruments warrants all Products manufactured by it (1) to be free from defects in material and workmanship when installed and used under recommended conditions, and (2) to perform according to the requirements of their individual specifications. Any defect, malfunction, or failure of a United Instruments Product caused by damage (not resulting from defect or malfunction) while in the possession of a buyer or user, or unreasonable use (including failure to provide reasonable and necessary maintenance) shall not be covered by this warranty.

(II) Products supplied by United Instruments shall not be shelf-stored more than six months. PROVIDED, however, after manufacturer's installation of said Product on a new aircraft, said aircraft may be held by the manufacturer, its distributor and/or dealer pending retail sale for up to 6 months from the date of installation. During self-storage, said Products must be maintained with reasonable care, adequate packing, and stored in dry areas with temperature environments between limits of 60 degrees Fahrenheit and 100 degrees Fahrenheit. The United Instruments shipping date of the Product shall be the basis for determining the beginning of shelf-stored time. Failure to comply with these requirements constitutes unreasonable use.

(III) If the Product has not been self-stored or retained beyond the period designated in paragraph II, the duration of this warranty will continue for 18 months following delivery to the original retail purchaser of the Product or the aircraft containing the Product, or Twelve Hundred (1,200) hours of use, whichever first occurs. This express warranty expires at the end of that 18-month period. PROVIDED, HOWEVER, IN NO EVENT SHALL THIS EXPRESS WARRANTY EXTEND BEYOND 24 MONTHS AFTER THE UNITED INSTRUMENTS SHIPPING DATE OR TWELVE HUNDRED (1,200) HOURS OF USE, WHICHEVER FIRST OCCURS.

(IV) If any United Instruments Product proves to be defective within the duration of the express warranty, the entire extent of United Instruments' liability under this warranty is limited to repair or replacement, at United Instrument's option, without charge to buyer. The defective Product shall be returned properly packaged, postage prepaid, to United Instruments within Thirty (30) days after the Product failure date and must be in their "as-removed" state if the Product was purchased directly from United Instruments or, if the Product is a component part, to the aircraft manufacturer's authorized distributor or dealer. Examination must disclose a

defect to United Instrument's satisfaction. Replacement or repair does not extend the duration of the express warranty covering the original Product. Replacements or repairs are warranted for the remainder of the applicable original warranty.

(V) The buyer shall promptly notify United Instruments of any malfunction or defect in a United Instruments Product so that the defect may be remedied under this warranty.

(VI) TO THE EXTENT ALLOWED BY APPLICABLE LAW, ANY IMPLIED WARRANTY APPLICABLE TO THE UNITED INSTRUMENTS PRODUCT COVERED BY THIS WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED IN DURATION TO THE TERM OF THE EXPRESS WARRANTY SET OUT HEREIN.

(VII) IN NO EVENT SHALL UNITED INSTRUMENTS BE LIABLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES OR LOSS OF USE EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. UNITED INSTRUMENTS LIABILITY FOR DAMAGES FOR BREACH OF THIS EXPRESS WARRANTY, OR FOR BREACH OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED TO THE LOWER OF CATALOG OR CONTRACT PRICE FOR THE SPECIFIC PRODUCT WHICH GIVES RISE TO THE CLAIM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW OR OTHERWISE.

(VIII) This is the only express warranty given by United Instruments for this Product. No other person or business organization (including employees or sales representatives of United Instruments) is authorized to extend any other express warranty on behalf of United Instruments either orally or in writing.

(IX) For the purpose of this warranty, no part manufactured and/or supplied by United Instruments will be regarded as defective merely because, subsequent to its delivery, some modification or alteration becomes necessary for Product improvement or in order to meet a change in the requirements of any applicable Federal Aviation Administration regulation.



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