

## AVIDYNE EXCLUSIVE LIMITED WARRANTY and LIMITATIONS ON LIABILITY

Avidyne warrants the Product manufactured by it against defects in material and workmanship for a period of twenty-four (24) months from delivery. If Avidyne's Product fails to conform to this warranty, Avidyne, in its sole discretion, will either repair or replace the Product or provide a refund of the purchase price paid for the Product. This warranty is made upon the express conditions that:

- (a) Avidyne is given prompt written notice of any claimed non-conformity in the Product, with a reasonable explanation thereof;
- (b) The Product is returned to Avidyne or to an Avidyne authorized service facility;
- (c) The Product has not been altered in any manner other than as previously authorized by Avidyne in writing; and
- (d) Repairs to the Product have not been made by anyone other than Avidyne or an Avidyne authorized service facility.

This warranty does not apply to any Product which is not installed, maintained and operated in accordance with Avidyne's written instructions or which is otherwise misused, including, without limitation, to any Product which is damaged due to improper installation, maintenance or operation, tampering, alteration of serial numbers or other manufacturers data, lightning or other electrical source, or otherwise.

If warranty protection is applicable to the Product, Avidyne will use reasonable efforts to repair or replace Product within ten (10) business days of its receipt of the Product.

Any Product that has been repaired by Avidyne or replaced by Avidyne under this warranty will be subject to remainder of the original warranty term applicable to the repaired or replaced Product or will be warranted under the warranty terms above for ninety days from the date of repair or replacement, whichever period is longer.

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WITHOUT LIMITING THE FOREGOING, NEITHER AVIDYNE (NOR ITS AFFILIATES) MAKE ANY REPRESENTATIONS, AFFIRMATIONS OR WARRANTIES REGARDING OR RELATED TO PRODUCTS NOT MANUFACTURED BY AVIDYNE OR REGARDING OR RELATED TO THE PERFORMANCE OR RELIABILITY OF ANY SUCH PRODUCT, EITHER ALONE OR WHEN USED WITH ANY PRODUCT MANUFACTURED BY AVIDYNE, OR THE SUITABILITY OF ANY SUCH PRODUCT FOR USE WITH ANY PRODUCT MANUFACTURED BY AVIDYNE. AVIDYNE (AND ITS AFFILIATES) EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, AFFIRMATIONS AND/OR WARRANTIES REGARDING OR RELATED TO ANY SUCH PRODUCTS. IN NO EVENT WILL AVIDYNE (OR ITS AFFILIATES) BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OF ANY NATURE WHATSOEVER, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, LOSS OF USE, LOSS OF REVENUE OR PROFIT, PROPERTY DAMAGE, PERSONAL INJURY, WRONGFUL DEATH, OR OTHER DAMAGE (WHETHER OR NOT AVIDYNE (OR ITS AFFILIATES) WERE NOTIFIED OF THE POSSIBILITY THAT ANY DAMAGE MIGHT BE INCURRED), ARISING OUT OF OR RELATED TO PRODUCTS NOT MANUFACTURED BY AVIDYNE, THE PURCHASE OR SALE OF SUCH PRODUCTS, THEIR PERFORMANCE OR RELIABILITY, EITHER ALONE OR WHEN USED WITH ANY PRODUCT MANUFACTURED BY AVIDYNE, OR THE SUITABILITY OF ANY SUCH PRODUCT FOR USE WITH ANY PRODUCT MANUFACTURED BY AVIDYNE.

THIS EXCLUSIVE LIMITED WARRANTY ALSO APPLIES IN LIEU OF AND EXPRESSLY SUPERCEDES AND EXCLUDES ALL OTHER RIGHTS ANY PURCHASER HAS OR MAY HAVE RELATED TO THE PRODUCT AND/OR ARISING OUT OF OR RELATED TO ITS PURCHASE, SALE, PERFORMANCE, RELIABILITY OR USE, EITHER ALONE OR WITH ANY OTHER PRODUCT OR PRODUCTS, WHETHER IN CONTRACT, IN TORT (INCLUDING RIGHTS SOUNDING IN NEGLIGENCE, STRICT LIABILITY AND MISREPRESENTATION), UNDER STATUTE, AT LAW, IN EQUITY, OR OTHERWISE, AND PURCHASER EXPRESSLY AND KNOWINGLY WAIVES ALL SUCH RIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW. PURCHASER ALSO EXPRESSLY AND KNOWINGLY AGREES THAT THE PRODUCT IS NOT A CONSUMER GOOD.

THE FOREGOING FOUR PARAGRAPHS DEFINE AND LIMIT AVIDYNE'S SOLE RESPONSIBILITY AND LIABILITY AND PURCHASER'S SOLE AND EXCLUSIVE REMEDIES RELATED TO THE PRODUCT.

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in which case the above limitations or exclusions, or some of them,  
may not apply in those jurisdictions.