

WARRANTY

AIR COMM CORPORATION **Cabin Heating & Air Conditioning Systems**

Warranty Terms

Air Comm Corporation (hereafter referred to by ACC) warrants that products manufactured by ACC shall be free of defects in materials and workmanship and is valid as follows:

Air Conditioning and Heating Systems – One (1) year from date of delivery of the system installed in an aircraft, provided that delivery occurs within twelve (12) months of purchase from ACC.

Spare Parts – 1,000 hours of operation or one (1) year after purchase, whichever occurs first.

Limitations and Exclusions

Installation, maintenance and operation of the product must be in accordance with the specifications and instructions provided by ACC. The warranty registration must be returned to ACC within 30 days of the date of installation.

This warranty shall not apply to any product repaired or altered by parties other than ACC unless express prior authorization is granted; nor shall this warranty apply to any product subjected to misuse or accident unless proof is submitted to the satisfaction of ACC that such misuse or accident was not a cause for the claimed defect.

The sole responsibility and liability of ACC and exclusive remedy under any claim arising out of, connected with, or resulting from, this sale or the performance of breach of any condition of warranty thereunder, or from the manufacture, delivery, or use of the product shall be the rebuild or replacement of defective parts. Labor costs shall not be covered under any circumstances.

In no event, whether as a result of a breach of contract, warranty, tort (including negligence) or otherwise, shall ACC be liable for any special, consequential, incidental or penal damages or expenses including but not limited to loss of profit, goodwill, or revenues, loss of use of the equipment or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities or services, down time, consumable materials, or cost or claims of third parties for such damages or expenses.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. ANY AND ALL IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

Acceptance of the product shall constitute acknowledgment and acceptance of the terms, provisions, limitations and exclusions set forth herein. Such terms, provisions, limitations and exclusions shall not be modified, deleted or supplemented except by an express written acknowledgment of ACC.

Warranty Performance

All claims under this warranty shall be made to ACC. All returned parts must be shipped prepaid for evaluation. Full details of the symptoms of the malfunction should be included to assist in the evaluation. Warranty credit or replacement will be extended only after ACC has determined that all conditions of this warranty have been met.

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