

SOUTHERN AVIONICS COMPANY

MANUFACTURERS OF LOW FREQUENCY RADIOBEACONS AND ASSOCIATED PRODUCTS



SOUTHERN AVIONICS COMPANY

MANUFACTURERS OF LOW FREQUENCY RADIOBEACONS AND ASSOCIATED PRODUCTS

5000 BELMONT, P.O. BOX 5345 / BEAUMONT, TEXAS 77726-5345 USA
TELEPHONE: (409) 842-1717; FAX: (409) 842-2987; CABLE: SAC; TELEX: 77-9450

ONE YEAR LIMITED WARRANTY

SOUTHERN AVIONICS COMPANY (hereinafter called COMPANY) warrants to the original purchaser for a period of one year from the date of delivery to the original purchaser, that the goods sold pursuant to this COMPANY invoice were at the time of the delivery, free from defects resulting from faulty material or workmanship. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS AND EXPRESS WARRANTIES. This warranty is made for the benefit of the initial purchaser only and is not made for the benefit of any party other than initial purchaser. **It applies only if the goods are submitted to normal use and service and does not apply if the goods are misused or mismatched with other goods such as antennas, couplers, or any other third party goods that have not been approved by SAC in writing for use with SAC equipment.**

ALL IMPLIED WARRANTIES EXISTING UNDER THE LAW ARE HEREBY EXPRESSLY NEGATED; PARTICULARLY, COMPANY HEREBY NEGATES AND DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

If Purchaser believes that these goods do not comply with the express warranty stated above or any existing and applicable implied warranty which under the law cannot be disclaimed or negated as provided above, then purchaser may request the COMPANY inspect such goods by mailing, within sixty (60) days after purchaser knows or should have known that the goods allegedly do not conform with the warranty, postage prepaid, to COMPANY, P.O. Box 5345, 5000 Belmont, Beaumont, Texas, 77726 Attention: President, a writing specifying (a) purchaser's name, address, and telephone number, (b) date of purchase, (c) COMPANY distributor or location from which the goods were purchased, (d) location of the goods in question (or include the goods in question with the notice), and (e) brief description of the alleged nonconformity with the warranty. If the goods are covered by, and do not conform with, the warranty, COMPANY will repair or replace F.O.B. point of manufacture any such goods; but in no event will COMPANY be obligated or required to remove the non-conforming goods from their place of installation or to install the replacement goods. All replacement goods are warranted to the extent provided herein for the remaining term of this warranty.

In the event purchaser chooses to commence an action for breach of warranty or breach of contract arising out of the sale of the goods pursuant to this invoice, the purchaser must commence such action within one year after the course of action accrues.

THE REMEDY PROVIDED HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY, FOR ANY BREACH OF ANY IMPLIED WARRANTY EXISTING AND APPLICABLE UNDER THE LAW (TO THE EXTENT THAT ANY SUCH WARRANTY HAS NOT BEEN SUCCESSFULLY NEGATED AND DISCLAIMED HEREINABOVE), AND FOR ANY ACT OF NEGLIGENCE OR ANY OTHER TORTIOUS ACT COMMITTED BY COMPANY, AND IN NO EVENT SHALL THE COMPANY BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM ANY DEFECT IN THE GOODS OR ANY FAILURE OF THE GOODS TO CONFORM WITH THIS WARRANTY OR ANY IMPLIED WARRANTY EXISTING AND APPLICABLE UNDER THE LAW (TO THE EXTENT THAT ANY SUCH IMPLIED WARRANTY HAS NOT BEEN SUCCESSFULLY NEGATED AND DISCLAIMED HEREINABOVE.)