

## Standard Warranty

NextGen AeroSupport LLC (NextGen) warrants to original purchasers that it's products will be free of defects in material and workmanship under normal use and conditions for claims received within a period of one year from date of purchase (shipment), and to the extent that if any NEXTGEN product fails in operation because of such defect, the company will replace or repair, at its option, the defective article. Prior to the repair or replacement of any defective product, the company shall be notified in writing as to the nature of the defect. The company shall assume no liability for freight, disassembly, removal, refitting and installation charges on any article. On component items purchased by NEXTGEN for incorporation into a NEXTGEN manufactured product, only the component manufacturer's warranty (if any) shall apply to that component. Said manufacturer's warranty shall be passed on to NEXTGEN's customer to the extent permitted. This warranty is applicable only when NEXTGEN products are operated for intended purposes within the recommended procedures, load limits, properly maintained, not damaged or abused, including as indicated in company manuals, catalogs, and drawings. All warranty claims must be applied for within thirty days from when the defect becomes known. The foregoing warranty is in lieu of all other warranties, or liabilities, either expressed or implied. THERE IS NO WARRANTY, REPRESENTATION OF CONDITION OF ANY KIND, EXPRESS OR IMPLIED, (INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS) EXCEPT THAT THE MATERIAL SHALL BE OF THE QUALITY SPECIFIED IN APPLICABLE NEXTGEN SPECIFICATIONS, AND NONE SHALL BE IMPLIED BY LAW. No warranty herein shall apply to any product which shall have been repaired or altered, unless such alteration or repair has been made by NextGen or if, after return to and inspection by NextGen, the product is found by NextGen to have been subject to misuse, negligence or accident. Except as otherwise provided herein, quality shall be in accordance with NextGen's specifications. Final determination of the material for the use contemplated by Buyer is the sole responsibility of Buyer and NextGen shall have no responsibility in connection with such suitability. In no event shall NEXTGEN be liable for any amounts in excess of the purchase price of the product. NEXTGEN expressly excludes all non-infringement warranties as well as disclaims all liabilities to third parties. NextGen shall in no way be deemed or held to be obligated, liable or accountable upon or for any guarantees or warranties, express or implied, or created by statute or by operation of law or otherwise, in any manner of form beyond its express agreement above set forth, and Buyer's sole and exclusive remedy shall be repair or replacement of defective parts or goods by NextGen.