

Limited Warranty

Nighthawk Flight Systems, Inc. (hereinafter referred to as “NighthawkFS”) provides the following limited warranty. If you should have any questions, please contact your dealer or NighthawkFS directly.

Conditions of Limited Warranty

The following NighthawkFS products are warranted against defects in material and workmanship for a period of two (2) years from the date of installation:

- MT102 Magnetic Transducer Accessory
- SA4550 4-ATI Primary Attitude Display
- SG102 Attitude Heading Reference System
- SG102/D Attitude Heading Reference System
- SN3500 3-ATI Primary Navigation Display
- SN4500 4-ATI Primary Navigation Display
- ST3400 3-ATI TAWS/RMI
- ST3400H HELITAWS® Terrain Awareness & Warning System
- ST3453H HELITAWS® MIL-STD Terrain Awareness & Warning System

NighthawkFS or an authorized representative will repair such defect or replace the defective unit without charge for parts or labor. Routine maintenance work and the results of normal wear are not covered by this warranty except as noted. During the warranty period, NighthawkFS will replace any individual electronic part, sub-assembly, or finished product judged by NighthawkFS to be defective without charge for parts. Parts replaced under this portion of the warranty are warranted for the remainder of the original product warranty.

NighthawkFS reserves the right to utilize reconditioned subassemblies as warranty replacements in the repair of the product. In the event NighthawkFS determines that the unit cannot be repaired, NighthawkFS will replace the defective unit with either the same model product or one that is reasonably equivalent. At NighthawkFS’s discretion, replacement units or repaired units may include software or hardware updates and revisions that alter some characteristics of the product.

NighthawkFS assumes no responsibility for payment of any repair services performed by third parties, including removal of the unit from the aircraft, inspection, packaging, handling, or installation, unless such services are authorized in advance and in writing by NighthawkFS.

NighthawkFS reserves the right to make changes, upgrades, and improvements to its products without incurring any obligation to install such changes, upgrades, and improvements in previously manufactured products.

If during the warranty period, the title to the aircraft in which the product is installed is transferred, the remainder of the warranty may be transferred to the new owner by notifying NighthawkFS in writing of the transaction. Such notification must include complete address information for the original owner and the new owner, as well as the registration number and the serial number of the aircraft, and the serial number of the NighthawkFS product.

Please contact NighthawkFS directly if you have any questions regarding the NighthawkFS limited warranty. This limited warranty is applicable only in the fifty states of the USA and the District of Columbia, and Canada. It is not applicable in the possessions or territories of the USA or in any other

country. Warranty period for all countries other than the USA and Canada is limited to two (2) years from the date of installation. This limited warranty is the only warranty which NighthawkFS makes with respect to your NighthawkFS product. NighthawkFS disclaims all other warranties relating to the product, including warranties of merchantability and fitness for a particular use.

In any event, NighthawkFS shall not be liable for any incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, and some states do not allow limitations on how long an implied warranty may last; therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights. You may also have other rights that vary from state to state. In the event any of the provisions of this warranty are found by statute or by an applicable administrative or judicial entity to be unenforceable, the remaining provisions shall remain in force.

Owners Responsibilities

Please read the Pilot's Guide of your NighthawkFS product and the equipment to which it is connected. The information provided in your Pilot's Guide covers operation, safety precautions, and routine maintenance. This warranty does NOT cover expenses incurred due to a lack of understanding of the functioning of the product when it is operating as designed.

For the warranty to be in effect, the owner must complete online warranty registration within 90 days from the date of installation.

For NighthawkFS to provide warranty service, the owner may be required to:

- Supply proof of purchase documents.
- Permit NighthawkFS or an authorized representative to provide the applicable warranty service during normal business hours.
- Retain and provide NighthawkFS (upon request) any documentation of the installation of the product in your aircraft.
- Provide NighthawkFS with all pertinent information regarding the symptoms, failure, or defect initiating the request for warranty service.

Exclusions (this warranty does not cover the following)

- Failures that are the result of improper installation, maintenance, or repair.
- Failures that result from neglect, abnormal strain, modification, accidental damage, theft, vandalism, or exposure to extremes in temperature or relative humidity.
- Products whose trademark, name, or identification numbers have been altered or removed.
- Radio frequency interference generated by equipment operated in violation of applicable FCC rules.
- Equipment purchased "As New" from a dealer or distributor not authorized by NighthawkFS.
- Loss of business income during warranty repair process.
- Shipping charges to and from NighthawkFS.
- Uninstall/reinstall cost of the unit to be repaired.
- Customs fees, duties, and taxes imposed by local and foreign government agencies and brokerage fees.

All products or material returned to NighthawkFS must be properly packed and labeled with a Returned Material Authorization (RMA) number. Should proper packing materials not be available, NighthawkFS will provide an approved shipping container on request.