

“Limited Warranty”

This warranty covers any defects or malfunctions for the T6 and 2061-Series Thermal Imaging Systems.

- 1) One Year on..... "Infrared Thermal Imaging Core Unit".
- 2) One Year on..... "T6-Series Lens" and "2061-Series Lens and/or Ge_Window".
- 3) Three Years on..... "Monitor Assembly" (2061-Series Only).
- 4) Three Years on..... "Power Module Assembly".
- 5) Three Years on..... "Linear Servo Assembly".
- 6) Five Years on..... "All Composite Structures and Housings".
- 7) Five Years on..... "Wiring Harness Assemblies".

What TrueView EVS will do

- 1) In the event that a core failure occurs within the warranty period, TrueView will repair the existing core or replace the core with a new unit at no cost to the buyer.
- 2) In the event that either the T6-Series Lens or 2061-Series Ge_Window fails or degrades due to other than misuse within the warranty period, TrueView will replace either unit with new units at no cost to the buyer.
- 3) In the event that a monitor failure occurs within the warranty period, TrueView will repair the existing monitor or replace the monitor with a new unit at no cost to the buyer.
- 4) In the event that a power module failure occurs within the warranty period, TrueView will replace the existing unit with a new unit at no cost to the buyer.
- 5) In the event that a linear servo failure occurs within the warranty period, TrueView will replace the existing unit with a new unit at no cost to the buyer.
- 6) TrueView will support all composite structures including painted surfaces within the warranty period. If any defects develop within the warranty period, TrueView will repair or replace any of the composite structures or housing assemblies at no cost to the buyer. If any of the composite structures or housing assemblies suffer impact damage at any time before or after the warranty period, TrueView will offer assistance in recommending an approved method of repair.
- 7) TrueView will support the wiring harness assembly within the warranty period. In the event that any connector, switch or component fails within the warranty period, TrueView will issue a new harness at no cost to the buyer.

In all cases where equipment is returned to TrueView for warranty service or repair, Purchaser is responsible for the cost of freight and insurance.

“Limited Warranty” (continued)

What this Warranty does not cover

WARRANTY

This warranty is the only warranty made by TrueView EVS. The Purchaser's sole remedy for a breach of this warranty or any defect in the system or parts is the repair or replacement of the system or parts. TrueView EVS excludes liability, whether as a result of a breach of this warranty, system installation and/or negligence of system operation, for incidental or consequential damages to the aircraft, or other property, costs and expenses resulting from required changes or modifications to the aircraft and costs or expenses for commercial losses or lost profits due to the loss of use or grounding of the aircraft.

TrueView EVS makes no warranty and disclaims all liability in contract with respect to work performed by third parties, at Purchaser's request, for the installation of the imaging system. Any repairs, modifications and or alterations to the imaging system outside the scope of TrueView design specifications without prior written consent will violate the terms of this warranty.

TrueView EVS does allow for an in-field troubleshooting analysis of the thermal imaging systems so long as such analysis is conducted and restricted to the trouble shooting guidelines disclosed on TrueView's website and in TrueView's publications, such action does not void nor violate the terms of this warranty.

This warranty shall not apply to any imaging system which has been repaired or altered outside of TrueView's specification in any way so as, in TrueView's sole judgment, to affect its stability, safety or reliability, or which has been subject to misuse, negligence, improper operation, which has been installed in any aircraft without being previously approved for installation, or which has been used for any purpose not previously approved by TrueView. Repairs which use or incorporate parts and components other than genuine TrueView parts, or parts acquired from sources other than TrueView itself and are not warranted by TrueView shall void this warranty.

TERMS AND CONDITIONS OF SALES

PRICE: Prices are subject to change without notice.

PAYMENTS

Payment terms for credit based accounts are net 30 days from date of each invoice issued. Open Account terms are available only to customers with pre-approved accounts with TrueView EVS. Purchaser agrees to pay a late payment charge at the rate of one and a half percent (1.5 %) per month. All accounts are subject to stop shipment actions by TrueView for all accounts not in good standing.

WARRANTY/REMEDY

TrueView warrants each new imaging system to be free from defect in material and workmanship under normal use and service. Purchaser's obligation under this warranty consists of the proper installation of the imaging system in accordance with the approved “Installation Manual”, the proper operation of the imaging system specified in the “Flight Manual Supplement” and compliance with “Instructions for Continued Airworthiness”. Failure to comply with these may, at TrueView's sole discretion, void this warranty. A warranty adjustment may be enacted at TrueView's discretion. Replacement or repair of parts may be with either new or reconditioned parts, at TrueView's election.

TERMS AND CONDITIONS OF SALES

(continued)

STATEMENT

NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANIZATION, MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND TRUEVIEW EVS WITHOUT IT'S WRITTEN CONCENT.

All legal actions based upon claims or disputes pertaining to or involving this warranty including, but not limited to, TrueView's denial of any claim or portion under this warranty, must be filed in the courts in the general jurisdiction of the State of New York. In the event that Purchaser files such an action, and a final judgment in TrueView's favor is rendered by such court, then Purchaser shall be liable for all costs, expenses and attorneys' fees incurred by TrueView in defense of such claims.

DELIVERY

Method of delivery desired should be designated by the purchaser. When no such designation is made, TrueView will ship by the method deemed most suitable for each system. TrueView reserves the right to choose the carrier when an export license is required, in order to ensure compliance with applicable provisions of the license.

EXPORT

Export of thermal imaging systems are subject to U.S. export regulations, including the International Traffic in Arms Regulations and the Export Administration Regulations. Licenses, permits, or other export authorizations may be required prior to the export of this system. TrueView EVS assumes responsibility for obtaining required U.S. government approvals for international customers. Customers are responsible for complying with all applicable export and import laws and regulations including restrictions against sanctioned countries and denied or designated parties. Violation of the export regulations can result in severe fines, penalties and imprisonment.

Where an Import License is required to import the system into a foreign country, the Import License must be obtained by the purchaser and/or representative in that country.

SHORTAGE/DAMAGE

All claims for parcel shortage, as listed on the bill of lading, and/or damage must be initiated by the purchaser with the carrier. Claims for shortages, of items listed on the shipping document, must be initiated with TrueView in writing within one business day after receipt of the shipment.

TAXES

Purchaser agrees, in addition to the price specified, to pay all taxes, duties or imposts, or any other charges or additions, upon the delivery or sale of the systems which are levied, assessed or required by law to be paid.

JURISDICTION

This sale shall be interpreted under and governed by the laws of the State of New York. In the event of any dispute or claim arising out of this sale, the parties agree that any lawsuit or other legal action shall be filed in the courts of general jurisdiction for the State of New York.

These are all the Terms and Conditions of Sales applicable to TrueView EVS sales and supersede any prior correspondence, proposals or agreements, written or oral.