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LIMITED WARRANTY – MANUFACTURED PRODUCTS

THE FOLLOWING LIMITED EXPRESS WARRANTY IS EXTENDED BY MID-CONTINENT INSTRUMENTS AND AVIONICS TO ALL AIRCRAFT MANUFACTURERS USING A MID-CONTINENT INSTRUMENTS AND AVIONICS PRODUCT COVERED HEREIN AS A COMPONENT PART OF AN AIRPLANE, TO ALL ULTIMATE PURCHASERS OF AN AIRPLANE CONTAINING A MID-CONTINENT INSTRUMENTS AND AVIONICS PRODUCT COVERED HEREIN AND TO DIRECT PURCHASERS OF A MID-CONTINENT INSTRUMENTS AND AVIONICS PRODUCT COVERED HEREIN.

MID-CONTINENT INSTRUMENTS AND AVIONICS WARRANTS PRODUCTS MANUFACTURED BY THEM TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP WHEN INSTALLED AND USED UNDER RECOMMENDED CONDITIONS AND TO PERFORM ACCORDING TO THE REQUIREMENTS OF THEIR INDIVIDUAL SPECIFICATIONS. ANY DEFECT, MALFUNCTION, OR FAILURE, OF A MID-CONTINENT INSTRUMENTS AND AVIONICS MANUFACTURED PRODUCT CAUSED BY DAMAGE (NOT RESULTING FROM DEFECT OR MALFUNCTION) WHILE IN THE POSSESSION OF A BUYER, OR UNREASONABLE USE (INCLUDING FAILURE TO PROVIDE REASONABLE AND NECESSARY MAINTENANCE), SHALL NOT BE COVERED BY THIS WARRANTY.

PRODUCTS MANUFACTURED AND SUPPLIED BY MID-CONTINENT INSTRUMENTS AND AVIONICS **SHALL NOT BE SHELF-STORED MORE THAN SIX (6) MONTHS.** PROVIDED, HOWEVER, AFTER MANUFACTURER'S INSTALLATION OF SAID PRODUCT ON A NEW AIRCRAFT, SAID AIRCRAFT MAY BE HELD BY THE MANUFACTURER, ITS DISTRIBUTOR AND/OR DEALER PENDING RETAIL SALE FOR UP TO SIX (6) MONTHS FROM THE DATE OF INSTALLATION. DURING SHELF-STORAGE, SAID PRODUCTS MUST BE MAINTAINED WITH REASONABLE CARE, ADEQUATE PACKING, AND STORED IN DRY AREAS WITH TEMPERATURE ENVIRONMENTS BETWEEN LIMITS OF 60 DEGREES FAHRENHEIT AND 100 DEGREES FAHRENHEIT. THE ORIGINAL SHIPPING DATE OF THE PRODUCTS WILL BE THE BASIS FOR DETERMINING THE BEGINNING OF SHELF-STORED TIME. FAILURE TO COMPLY WITH THESE REQUIREMENTS CONSTITUTES UNREASONABLE USE.

IF THE PRODUCT HAS **NOT** BEEN SHELF-STORED OR RETAINED BEYOND THE PERIOD DESIGNATED ABOVE, THE **DURATION OF THIS WARRANTY WILL CONTINUE FOR TWELVE (12) MONTHS FOLLOWING DELIVERY TO THE ORIGINAL RETAIL PURCHASER OF THE PRODUCT, OR THE AIRCRAFT CONTAINING THE PRODUCT, OR TWELVE HUNDRED (1200) HOURS OF USE, WHICHEVER OCCURS FIRST. THIS EXPRESS WARRANTY EXPIRES AT THE END OF THE TWELVE (12) MONTH PERIOD OF USE.** PROVIDED, HOWEVER, **IN NO EVENT WILL THIS EXPRESS WARRANTY EXTEND BEYOND EIGHTEEN (18) MONTHS AFTER THE SHIPPING DATE OR TWELVE HUNDRED (1200) HOURS OF USE.**

FOR THE PURPOSE OF THIS WARRANTY, NO PART MANUFACTURED BY MID-CONTINENT INSTRUMENTS AND AVIONICS WILL BE REGARDED AS DEFECTIVE IF, SUBSEQUENT TO ITS DELIVERY, SOME MODIFICATION OR ALTERATION BECOMES NECESSARY FOR PRODUCT IMPROVEMENT OR IN ORDER TO MEET A CHANGE IN THE REQUIREMENTS OF ANY APPLICABLE FEDERAL AVIATION ADMINISTRATION REGULATION.

IF ANY MID-CONTINENT INSTRUMENTS AND AVIONICS MANUFACTURED PRODUCT PROVES TO MALFUNCTION WITHIN THE DURATION OF THE EXPRESS WARRANTY, THE ENTIRE EXTENT OF MID-CONTINENT INSTRUMENTS AND AVIONICS LIABILITY UNDER THIS WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT, AT MID-CONTINENT INSTRUMENTS AND AVIONICS OPTION. IF THE PRODUCT WAS PURCHASED DIRECT FROM MID-CONTINENT INSTRUMENTS AND AVIONICS THE MALFUNCTIONED PRODUCT SHALL BE RETURNED, PROPERLY PACKAGED, POSTAGE PREPAID, DIRECTLY TO THE MANUFACTURER, OR, IF THE PRODUCT IS A COMPONENT PART OF A PURCHASED AIRCRAFT, TO THE AIRCRAFT MANUFACTURER'S AUTHORIZED DISTRIBUTOR OR DEALER.

EXAMINATION MUST DISCLOSE A MALFUNCTION TO THE SATISFACTION OF MID-CONTINENT INSTRUMENTS AND AVIONICS. REPLACEMENT OR REPAIR DOES NOT EXTEND THE DURATION OF THE EXPRESS WARRANTY COVERING THE ORIGINAL PRODUCT. REPLACEMENTS OR REPAIRS RETAIN THE REMAINDER OF THE APPLICABLE ORIGINAL WARRANTY.

THIS IS THE ONLY EXPRESS WARRANTY GIVEN BY MID-CONTINENT INSTRUMENTS AND AVIONICS MANUFACTURED PRODUCTS. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF, OR RELATING TO A PRODUCT OR ORDER, IS LIMITED TO THE LOWER OF CATALOG OR CONTRACT PRICE FOR THE SPECIFIC PRODUCT THAT GIVES RISE TO THE CLAIM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OR LAW, OR OTHERWISE.

NO OTHER PERSON OR BUSINESS ORGANIZATION (INCLUDING EMPLOYEES OR SALES REPRESENTATIVES OF MID-CONTINENT INSTRUMENTS AND AVIONICS) ARE AUTHORIZED TO EXTEND ANY OTHER EXPRESS WARRANTY ON BEHALF OF MID-CONTINENT INSTRUMENTS AND AVIONICS, EITHER ORALLY OR IN WRITING. TO THE EXTENT ALLOWED BY APPLICABLE LAW, MID-CONTINENT INSTRUMENTS AND AVIONICS **EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS WARRANTY GOVERNED BY, AND SHALL BE INTERPRETED BY, THE LAWS OF THE STATE OF **KANSAS.**