

Trio Avionics, Inc. Warranty Terms and Conditions

These terms and conditions ("Agreement") are between Trio Avionics, Inc. ("Trio") and Customer and govern the sale of Trio products ("Product") to Customer. Customer agrees to and accepts the terms and conditions of this document by doing any of the following: 1) paying for the Product, or 2) installing or using the Product. If you do not accept and agree to these terms and conditions, then do not install the Products in your aircraft. Call Trio for a Return Material Authorization (RMA) and return the unused, never installed system for a full refund.

1. Trio warrants its Product to be free from defects in materials and workmanship for a period of 3 years from the date of delivery. This warranty is non-transferable and applies only to Customer, the first end-user purchaser. This warranty does not cover damage caused by accident, misuse, abuse, modification, improper installation, failure to follow notices, warnings or instructions given in the owner's manual, external environmental causes, or damage arising from any cause or causes for which Trio is not responsible such as exposure to abnormal temperatures or water, shock, improper power supply, a defective or inaccurate GPS system, improper wiring or damage caused while the Product is being shipped to Customer. Any alteration, change, modification, or repair made to the Product by a party other than an authorized repair facility will void this warranty. Customer's sole and exclusive remedy for a covered defect is remanufacture or replacement of the defective Product, at Trio's sole option. Trio may use either new parts or products or refurbished parts or products that Trio has determined to be equivalent to new in performance to satisfy its warranty obligations. If Trio is unable to remanufacture or replace a defective Product, Customer's alternate exclusive remedy, at Trio's sole option, shall be a refund of the original purchase price. This warranty does not cover time or expenses associated with installation or de-installation of Product. This warranty does not extend to any aircraft, instrumentation or device to which Product is connected or attached regardless of the cause of damage to said aircraft, instrumentation or device. The customer shall be responsible for all costs of removing from any aircraft and reinstalling the allegedly defective product in any aircraft and for all shipping, packaging, handling or transportation cost, including any import or export fees, taxes, customs, tariffs or similar charges.

The above is Trio's entire obligation to Customer under this warranty.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRIO SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRIO SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR LOSSES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR PROFITS, EVEN IF TRIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TRIO'S LIABILITY EXCEED THE ORIGINAL PURCHASE PRICE OF PRODUCT.

2. Customer acknowledges that they are purchasing a Product manufactured by Trio, a Delaware Corporation. Customer agrees that they will never make or threaten any claim or legal cause of action whatsoever arising from the Product against Trio shareholders, directors or employees, or their heirs. Customer shall indemnify and hold harmless Trio and its shareholders, employees and directors, or their heirs, for any costs, liabilities or expenses (including attorney's fees) arising from any violation of this provision.
3. In the event that any provision, or portion thereof, of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected. Any notices related to this Agreement shall be sent to the parties at the address set forth in the document. The failure of either party to exercise any rights provided for in this Agreement shall not be deemed a waiver of any rights under this Agreement. This Agreement shall be governed by the laws of the State of California. The parties' consent that the state and federal courts in San Diego County, California shall be the exclusive forum for all disputes arising out of or related to this Agreement. This Agreement constitutes the entire agreement between the parties and may not be amended except by a writing signed by each of the parties.