



Aeroflex Wichita Inc.
10200 W York St
Wichita, Ks 67215

For purposes of this Warranty Statement, unless otherwise noted, the terms "Aeroflex" and "Avcomm" shall be construed to mean "Aeroflex Wichita, Inc."

Standard Hardware Warranty

THIS WARRANTY APPLIES ONLY TO PRODUCTS MANUFACTURED AT THE WICHITA AVCOMM LOCATION

Aeroflex warrants, under customary use and service, the hardware product to be free from defects in material and workmanship for a period of TWO (2) YEARS from the shipping date. In addition, battery packs and external optional equipment has a 90-day warranty. This period shall be referred to as "The Standard Limited Warranty Period".

Aeroflex's obligation under this warranty is limited to replacing or repairing, at Aeroflex's option, free of charge except for certain freight charges as described herein, any defective part or parts of the instrument. If the instrument is found not to be defective in material or workmanship, or in the event the warranty claim is invalid because of failure to comply with the provisions herein, Aeroflex shall notify the customer and shall only repair or replace the instrument parts at customer's direction and expense.

The warranty does not apply to any instrument that has been subject to misuse, alteration, negligence, accident, shipping damage, improper installation, or improper operation, or that in any way has been tampered with or repaired by any person other than an authorized Aeroflex service organization or any employee thereof, or to any instrument whose serial number has been altered, defaced or removed. Annual certified calibration is not included in the warranty.

Aeroflex shall not be liable for any delay or failure to repair or furnish a replacement part, including but not limited to, delays resulting directly or indirectly from any governmental restriction, priority, or allocation, or any other governmental regulatory order or action, nor shall Aeroflex be liable for damages (direct, indirect, or consequential) by reason of the failure of the instrument to perform properly.

Customer shall pay all transportation costs for equipment or software shipped to Aeroflex for repair or replacement. Aeroflex shall pay all transportation costs associated with returning repaired or replaced product to customer.

This warranty shall, at Aeroflex's option, become void if the equipment ownership is transferred, unless the prior owner or the proposed owner obtains approval from Aeroflex of continuation of the warranty prior to the transfer of ownership.

Standard Software Warranty

THIS WARRANTY APPLIES ONLY TO PRODUCTS MANUFACTURED AT THE WICHITA AVCOMM LOCATION

Aeroflex warrants that Software Products licensed to Customer shall, under normal use and service, and for a period of ninety (90) days from the date of shipment of the Software to Licensee (the "Standard Limited Warranty Period"), perform in all material respects in accordance with the published specifications for such Software as established by Aeroflex. However, Aeroflex does not warrant that the Software will operate uninterrupted or error free, operate in the combination with other software, meet Customer's requirements, or that its use will be uninterrupted.

Standard Repair Warranty

THIS WARRANTY APPLIES ONLY TO PRODUCTS MANUFACTURED AT THE WICHITA AVCOMM LOCATION

Aeroflex performed repairs shall be warranted from defective material and workmanship for NINETY (90) DAYS or until the end of the Standard Limited Warranty Period whichever is longer. Risk of loss or damage to Product returned to Aeroflex for repair or replacement shall be borne by customer until delivery to Aeroflex. Upon delivery of such product, Aeroflex shall assume the risk of loss or damage until such time as the product being repaired or replaced is returned and delivered to customer.

THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE NOT SET FORTH IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF AEROFLEX WICHITA, INC.