

## **Warranty Policy**

RSG Products Inc., warrants that each of its Air Conditioning Systems (the "Equipment") shall be free from defects in material and workmanship under normal use and service until one year after its date of sale if, and only if, installation, maintenance and operation of the Equipment is in accordance with the specifications and instructions provided by RSG Products Inc. and no substitute parts are installed in accordance with the specifications and instructions provided by RSG Products Inc. and no substitute parts are installed in the equipment without the prior written authorization from RSG Products Inc.. For the complete kit and its components, the warranty period is 12 months or 1,000 hours, whichever comes first, from the date of sale. If the Warranty Registration Form is completed and returned within 1 month of receipt of product, warranty terms will be extended from 12 months to 18 months. In the case of new spare parts, this warranty is limited to a period of 6 months from the date of sale. In the case of rebuilt products, this warranty is limited to a period of 3 months from the date of sale. Any claims under this warranty shall be made to RSG Products Inc., 3900 Falcon Way West Hanger 16S, Fort Worth, Texas 76106, USA. Warranty is not valid unless the Warranty Registration Form is completed and returned to RSG Products Inc. prior to any claim. The Warranty Claim Request Form must be completed to receive an RMA Number and the required documentation to be returned with the Equipment. A Warranty Claim without a Return Material Authorization (RMA) Number or a completed Warranty Registration Form will cause delays and a possible denial of the claim. All claims shall be handled according to standard warranty repair procedures.

Limitations & Exclusions. This warranty shall not apply to any Equipment repaired or altered outside the Rotorcraft Services Inc. Service Department unless express prior written authorization is granted: nor shall this warranty apply to any Equipment that has been subjected to misuse or accident, as determined solely by Rotorcraft Services Inc. The sole responsibility and liability of RSG Products Inc. and your exclusive remedy under any claim arising out of, connected with, or resulting from this sale or the performance or breach or any condition of warranty there under, or from the manufacture, delivery, or use of the Equipment shall be the repair or replacement of defective equipment upon return of the defective equipment to RSG Products Inc. with transportation, customs and any applicable import duties prepaid and provided that an inspection by RSG Products Inc. discloses that the equipment is defective and covered by this warranty. RSG Products Inc. shall not be liable for any labor or other charges necessary to remove or reinstall the Equipment. In no event, whether as a result of a breach of contract, warranty, tort (including negligence) or otherwise, shall RSG Products Inc. be liable for any special, consequential, incidental or penal damages or expenses including but not limited to loss of profit, goodwill or revenues, loss of use of the Equipment or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities or services, down time, or costs or claims of third parties for such damages or expenses.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. Acceptance of the Equipment by you shall constitute your acknowledgement and acceptance of the terms, provisions, limitations and exclusions set forth herein. Such term, provisions, limitations and exclusions shall not be modified, deleted or supplemented. In a case where the purchaser has negotiated warranty terms by express written agreement with RSG Products Inc. as to certain equipment, the terms of that agreement shall supersede the warranty.

**Extended Warranty.** The extended warranty that is available for a fee at time of original purchase of the new product applies an 18 month period to the foregoing warranty.