

# AEROMNI AVIONICS INC.

## RETURN/WARRANTY/EXCHANGE POLICIES

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### **RETURN POLICY:**

Any item nonconformity shall be reported to Aeromni Avionics Inc. (hereinafter described as "AEROMNI") in writing within ten (10) calendar days from receiving date. After the tenth day all sales shall be deemed final and no returns shall be accepted. If within the time provided, Customer shall return the item(s) to AEROMNI, at the expense of the customer, no later than five (5) days after reporting the item nonconformity to AEROMNI.

All item(s) returned in a timely manner, shall be in the original wrapper/box/shipping material. If the original wrapper/box/shipping materials are damaged, the return shall not be accepted and the Customer shall be responsible for all shipping costs to recover its item(s). There shall be a ten (10%) percent restocking fee applied to all accepted returned items.

### **SPECIAL ORDER AND AIRCRAFT ON GROUND (A.O.G.) ITEMS:**

Special order items and A.O.G. items are not returnable.

**WARRANTY REPAIR:** AEROMNI shall charge a \$100.00 & UP cost to Customer for any warranty work performed, where no defects are found and no repairs are necessary for the item to be used for its intended purpose.

**WARRANTY REPAIR COVERAGE:** This warranty shall not cover:

- (1) Bench Check;
- (2) Alignment
- (3) Defects or damages caused by unauthorized service
- (4) Damages or malfunctions caused by negligence, abuse, or use not in accordance with intended function of the item; and
- (5) New Equipment (Customer shall ship the item directly to the original equipment manufacturer (OEM) for warranty consideration (at no cost to AEROMNI).

**This warranty shall cover:**

- (1) Parts and Labor to repair Customer Unit(s), for a period not to exceed 7 months from AEROMNI's repair date(6 month warranty plus 1 month possible shelf time), limited to those certain parts previously replaced by AEROMNI, and listed on the work order.

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- (2) Parts and Labor to repair Sales Unit(s), for a period not to exceed 180 days from AEROMNI's shipping date to Customer, limited to those certain parts previously replaced by AEROMNI and listed on the work order.

### **WARRANTY REPAIRS TO CURRENT PRODUCTION AVIONICS:**

Parts and Labor to repair current production avionics, shall be covered under warranty for a period not to exceed 180 days from AEROMNI's shipping date to Customer and is limited to those certain parts previously replaced by AEROMNI and listed on the work order.

### **WARRANTY REPAIRS TO NON-CURRENT PRODUCTION AVIONICS:**

Parts and Labor to repair non-current production avionics shall be covered under warranty for a period not to exceed 90 days from AEROMNI's shipping date to Customer, and is limited to those certain items previously replaced by AEROMNI and listed on the work order.

### **EXCHANGES:**

AEROMNI reserves the right to inspect all cores received for exchange. All such cores shall be free of any accident, incident and traceable in accordance with current industry standards and in compliance with all governmental regulations. AEROMNI shall only accept exchanges where the part number and dash number are identical to those previously supplied by AEROMNI.

### **THE FOLLOWING SHALL VOID THE WARRANTY:**

- (1) Tampered Void Seals
- (2) Foreign particle contamination or water intrusion
- (3) Improper installation
- (4) Faulty peripherals and/or defective aircraft installation;
- (5) Excessive wear and tear, abuse, negligent handling and/or physical damage;
- (6) Third party repairs; and
- (7) Failure to pay for any parts and work performed by AEROMNI, other than covered under this warranty or for any goods shipped to Customer, which have outstanding balances due AEROMNI.

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AEROMNI ASSUMES NO RESPONSIBILITY OR LIABILITY TOWARDS;

- (1) Freight/shipping charges. All claims are F.O.B Richmond BC Canada;
- (2) Loss of revenue;
- (3) Units outside the warranty time limitations;
- (4) Third party evaluations or repairs during the warranty period.

### **LIMITED LIABILITY:**

In any and all liability attributable to AEROMNI, shall be limited to the costs of the repair of the item or the replacement thereof, in any kind, if necessary. In no event shall AEROMNI be liable for any consequential or incidental damages Customer may incur in connection with the repair, purchase, and/or use of the item.

### **LIMITED WARRANTY:**

Any warranty that may be implied in connection with the repair, purchase, and/or use, including any warranty of Merchantability or any warranty for Fitness for a Particular Purpose, is limited to the duration of this warranty.

### **RETRIEVAL AND PAYMENT OF REPAIRED ITEMS:**

Upon completion of an authorized repair/replacement, AEROMNI shall notify the soliciting Customer that the repair/replacement is completed. Upon receipt of said notice by facsimile or US Mail, Customer shall at the same time of its retrieval, pay for the repair/replacement. Should the customer fail to retrieve its items within 30 days from the date of original notice, AEROMNI shall be entitled to sell the item at a private sale and apply the sales price received to the outstanding monies due to AEROMNI by Customer. AEROMNI shall also be entitled to obtain accrued interest at the legal rate in the State of Florida, storage costs at the rate of \$50.00 per month, and reasonable attorney's fees. Should the amount received from the private sale be less than the amount then due AEROMNI, AEROMNI shall be entitled to maintain a deficiency action against the Customer. AEROMNI retains title to all items sold and shipped to Customer until payment in full is received and acknowledged by AEROMNI's banking institution.

### **RETRIEVAL OF UNIT FROM END USER/END USER AIRCRAFT:**

AEROMNI reserves the right to retrieve its units from the end user, or end user aircraft if payment is in default.