



In this Extended Warranty Agreement, Sensors Unlimited, Inc., a UTC Aerospace Systems Company is referred to as "Sensors" and the customer of this Order is referred to as "Buver".

- 1. STANDARD WARRANTY. Per Sensors' Standard Terms of Order and Quotation, Paragraph 7, Sensors' Standard Warranty provides, "Sensors warrants it products to conform to the specifications described in its written quotation and in the relevant product specifications published by Sensors which are specifically provided by Sensors to Buyer ("Specifications"), provided Buyer's installation and use of the products conforms to applicable Sensors' specifications. The period of warranty for all products sold to the Buyer is one year from the shipping date unless otherwise stated in the written quotation or separate Warranty Agreement. The warranty commences from shipping date. The warranty is extended to only the original buyer of the goods from Sensors as per the Sensors sales order. All Sensors products must be installed per published Sensors procedures and operated within published Sensors operating and environmental conditions in order to be covered under warranty. Items provided to Buyer on a developmental, trial basis and sold on a "as is" basis and are not covered by any warranty provision, SENSORS UNLIMITED, INC MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER. EXPRESS OR IMPLIED. SENSORS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. As Buyer's sole remedy for breach of this warranty, Sensors will repair or replace, at its option, any defective Sensors products if Buyer notifies Sensors in writing of such defect within the stated warranty period. Products may not be returned to Sensors without first obtaining a Returned Material Authorization Number from Sensors. Buyer shall bear the risk of loss and expense of return shipments until products are received and inspected by Sensors or its agent. Products repaired or replaced during the applicable warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or 30 days from the date of re-shipment. whichever is longer. IF SENSORS IS UNABLE TO REPAIR OR REPLACE THE PRODUCT IN A TIMELY FASHION, BUYER'S SOLE REMEDY FOR ALL DAMAGES OR LOSSES SHALL BE TO OBTAIN A REFUND OF THE PRICE PAID FOR THE PRODUCT. This warranty shall not apply to defects resulting from unauthorized modification, alteration or repair, abuse. misuse, accident, improper installation or configuration, operation outside environmental or operational specifications, or any other cause not the fault of Sensors. If Buyer supplied information to Sensors that Sensors relied upon in the selection of the products, and if actual operating conditions differ from those represented by Buyer, any warranties that are affected by such conditions shall be null and void."
- 2. **EXTENDED WARRANTY.** Buyer has purchased an Extended Warranty. An Extended Warranty extends the duration of Sensors' Standard Warranty on Covered Products for a period of two (2) years. Therefore, the period of warranty for all Covered Products sold to the Buyer is three years from

the date of purchase. All other Standard Warranty provisions remain unchanged.

- 3. **AGREEMENT.** Failure of Sensors to object to any provision contained in any order or other communication from Buyer shall not be construed as a waiver of these terms and conditions or an acceptance of such provisions. Buyer acknowledges that the terms of its purchase order are subject to Sensors' Terms of Order and Quotation.
- 4. **LIMITATION OF LIABILITY.** Sensors' liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from Sensors repair or use of any products or services sold to Buyer, or from the performance or breach of any agreement between the parties relating thereto, shall in no case exceed the price allocable to the product or part thereof which gives rise to the claim. IN NO EVENT SHALL SENSORS BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUE EVEN IF SENSORS UNLIMITED, INC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.