

**Hardware Warranty and Support Agreement
("Agreement")**

For IADS® Hardware

Between

**Curtiss-Wright DS, Inc. d/b/a Curtiss-Wright Teletronics
Technology**

(Curtiss-Wright)

And

Software User (aka "Licensee")

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DEFINITIONS

Curtiss-Wright Teletronics Technology (Curtiss-Wright) IADS®-branded hardware products come with a 1-year limited hardware warranty which is described by the following sections

1. What is covered by this limited hardware warranty?

This limited hardware warranty covers defects in materials and workmanship of IADS-branded hardware products, including IADS-branded peripheral products.

2. What is not covered by this limited hardware warranty?

This limited hardware warranty does not cover:

- Software, including the operating system and software added to the IADS-branded hardware products through our factory-integration system, third-party software, or the reloading of software
- Non-IADS-branded products and accessories
- Problems that result from:

External causes such as accident, abuse, misuse, or problems with electrical power Usage that is not in accordance with product instructions

Failure to follow the product instructions or failure to perform preventive maintenance

Problems caused by using accessories, parts, or components not supplied by Curtiss-Wright.

- Products with missing or altered serial numbers
- Products for which Curtiss-Wright has not received payment

RESPONSIBILITY FOR DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THE LIMITED WARRANTY PERIOD OF ONE YEAR. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE ONE YEAR LIMITED WARRANTY PERIOD HAS EXPIRED. WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED HARDWARE WARRANTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. UNDER THIS LIMITED WARRANTY, OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE

SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

3. How long does this limited hardware warranty last?

This limited hardware warranty lasts for a one year time period indicated on your packing slip, invoice, or receipt except for the following IADS-branded hardware:

- The limited hardware warranty for add-on products purchased independent of a system lasts for a one year period from date indicated on your packing slip. Add-on products purchased with a system are covered by the system limited hardware warranty.

The limited hardware warranty on all IADS-branded products begins on the date of the packing slip. Any warranty claim must be asserted not later than one year from the date on the packing slip. The warranty period is not extended if we repair or replace a warranted product or any parts.

4. What do I do if I need warranty service?

Before the warranty expires, please contact us via web or phone support. Also, please have your IADS system serial number or order number available.

Web Support
Technical Support

iads-support@curtisswright.com
1-661-273-7003 x 210

5. What will Curtiss-Wright do?

During the one year limited hardware warranty, Curtiss-Wright will repair any IADS-branded hardware products returned to us that prove to be defective in materials or workmanship. If Curtiss-Wright is not able to repair the product, we will replace it with a comparable product that is new or refurbished.

When you contact us via phone or web, we will issue a Return Material Authorization Number for you to include with your return. You must return the products to us in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the product is lost or damaged in shipment. We will return the repaired or replacement products to you. We will pay to ship the repaired or replaced products to you. If we determine that the problem is not covered under this warranty, we will notify you and inform you of service alternatives that are available to you on a fee basis.

NOTE: Before you ship the product(s) to us, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). Remove any confidential, proprietary, or personal information and removable media such as floppy disks, CDs, or PC Cards. We are not responsible for any of your confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media.

For any remaining period of the limited hardware warranty, we will replace any defective part with new or refurbished parts, if we agree that it needs to be replaced. Warranty repair or replacement of defective hardware will be accomplished and the hardware returned to its owner within 10 days of receipt by Curtiss-Wright. If a longer period is required to complete repair/replacement and return hardware, the remaining period of the limited warranty will be extended by the number of additional days required. We will pay to ship the part to you. We will also include a prepaid shipping container with each replacement part for your use in returning the replaced part to us.

NOTE: Before you replace parts, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). We are not responsible for lost or corrupted data.

6. How will Curtiss-Wright fix my product?

We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and systems. Refurbished parts and systems are parts or systems that have been returned to Curtiss-Wright, some of which were never used by a customer.

All parts and systems are inspected and tested for quality. Replacement parts and systems are covered for the remaining period of the limited hardware warranty. Curtiss-Wright owns all parts removed from repaired products.

7. May I transfer the limited hardware warranty?

Limited hardware warranty on systems may be transferred if the current owner transfers ownership of the system and records the transfer with us. You need to record your transfer by contacting Curtiss-Wright Customer Service as listed above.

8. Term

This agreement shall become effective as set forth by the Effective Date in Exhibit A and shall continue in effect for a period of one (1) year, unless earlier terminated.

9. Exhibit A

Effective Date	To be established upon receipt of Purchase Order
Term Length	One (1) year unless a longer term is quoted and procured
Authorized System(s)	To be established upon receipt of Purchase Order
Authorized Location	To be established upon receipt of Purchase Order