

## EVAS WARRANTY

1. **Limited 10 Year Warranty.** The VISIONSAFE CORPORATION (“Manufacturer”) EVAS Product (“Product”) as defined in Section 2 hereof is covered under a Ten Year Warranty from defects in material and workmanship subject to the terms and conditions described herein below.

Manufacturer warrants that during the warranty period the Product delivered to the Purchaser or first ultimate end user, will be free from defects in material and workmanship, for the aircraft type and model in which the Product is designated for use, so long as the Product remains in the ownership of Purchaser of the first ultimate end user, the Product has not been activated or deployed (excluding battery and blower test as prescribed by manufacturer), and provided that the Product has been properly maintained and inspected in accordance with Manufacturer’s requirements as detailed in the Manufacturer’s Maintenance Manual (see section 8 herein), Operating Instructions and other relevant documents. The Manufacturer reserves the right to amend maintenance requirements from time to time. The Maintenance requirement in effect at any given time must be complied with in order to maintain warranty coverage. The warranties shall be valid from the date of shipment, except as specifically provided herein.

2. **Definitions.** For Purposes of this warranty, the “Product” means Emergency Vision Assurance System (EVAS). “Date of Shipment” means the date of shipment of Product from the Manufacturer or authorized Representative’s premises. Manufacturer means “VISIONSAFE CORPORATION”.
3. **Repairs.** If a product fails to comply in any respect with the warranty set forth above, the Manufacturer will make all adjustments, repairs, modifications, corrections, or replacements at its own expense; provided, however that such product has been properly inspected and otherwise treated in conformity with the Manufacturer’s then current recommendations, requirements, Operating Instructions, Maintenance Manual, applicable service bulletins, and the provisions of this warranty, and provided that the Product has not been activated or deployed. Manufacturer shall use its best efforts to make all adjustments, modifications, corrections, or replacements under this warranty within twenty-one (21) working days or less from receipt of a Product.
4. **Warranties to the First Ultimate End User.** If the Purchaser is not the first ultimate end user of the Product, all warranties shall apply to both the Purchaser and then the first ultimate end user (once delivered by the Purchaser to the ultimate end user), subject to all limitations set forth herein.

IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR ANY INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND OF CHARACTER, FROM SALE OR USE OF THE PRODUCT, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR PRODUCTIVE FACILITIES OR EQUIPMENT, LOST PROFITS, PROPERTY DAMAGES, EXPENSES INCURRED IN RELIANCE OF THE MANUFACTURERS PERFORMANCE HEREUNDER, OR LOST PRODUCTION WHETHER SUFFERED BY THE PURCHASER OR ANY THIRD PARTY.

THIS WARRANTY DOES NOT APPLY WHERE THE PRODUCT HAS BEEN ABUSED, MISUSED, USED IN VIOLATION OF MANUFACTURER’S OPERATING INSTRUCTIONS OR MAINTENANCE MANUAL (AS AMENDED FROM TIME TO TIME) OR IMPROPERLY MAINTAINED, WHERE ALTERATIONS HAVE BEEN MADE TO THE PRODUCT OR ANY PARTS, OR WHERE REPAIRS HAVE BEEN ATTEMPTED BY UNAUTHORIZED COMPANIES OR INDIVIDUALS.

THERE ARE NO OTHER WARRANTIES, EXPRESSED, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE OF MERCHANTABILITY. PURCHASER'S EXCLUSIVE REMEDY AND MANUFACTURER'S SOLE RESPONSIBILITY IS LIMITED TO REPLACEMENT OR REPAIR AS SET FORTH IN THIS WARRANTY.

- 5. Notice and Return of Product.** Manufacturer must receive written notice of failure of a Product to comply with this warranty within thirty (30) days of discovery of such failure. The Purchaser shall return the defective Product to the Manufacturer or its representative. Purchaser shall pay all costs of shipping the defective part to and from the Manufacturer or its Representative. All items shipped to Manufacturer or its Representative must be prepared for shipment, in accordance with the requirements of the Maintenance Manual, must be adequately packed to prevent damage in transit and, if desired, insured by Purchaser. All items returned for replacement shall be shipped prepaid to the following address:

VISIONSAFE CORPORATION  
46-217 Kahuhipa Street  
Kaneohe, HI 96744  
Tel: 808-235-0849 or 1-800-441-9230  
Fax: 808-247-6313

Purchaser shall, prior to, or simultaneously with shipment, send a separate written warranty claim to the Manufacturer or its representative, advising that an EVAS is to be shipped for warranty claims and shall include a description of the failure, and airway bill number.

Purchaser is hereby authorized to use any selected Shipping Agent or as otherwise mutually agreed, for goods returned to the Manufacturer or its representative. Shipments are to be conspicuously marked with Purchaser's and or first ultimate end user's and Manufacturer's name, to the Manufacturer. Except as otherwise provided below, all shipping shall be the Purchaser's expense.

- 6. Unconfirmed Failures.** A reasonable service charge plus direct customs clearing charges will be assessed to cover internal documentation, handling and labor costs to establish the serviceability of an EVAS found to be an "Unconfirmed Failure". For purposes of this Paragraph, an "Unconfirmed Failure" shall mean a returned EVAS that is damaged or fails to operate properly as a result of operator error, abuse or misuse or other causes not covered by this warranty.
- 7. Registration and Transfer.** This warranty becomes effective upon receipt by the Manufacturer of the Warranty Registration and Transfer form. Failure to submit this form within 24 months of delivery of Product in the case of registration shall immediately void this Warranty. Failure to transfer this Warranty within 30 days of transfer of Product ownership shall immediately void this Warranty. This Warranty is fully transferable provided the Product is currently under Warranty at the time the Transfer form is received by the Manufacturer. IT IS THE RESPONSIBILITY OF THE END USER OF THE PRODUCT TO SUBMIT THESE FORMS AND CONFIRM IN WRITING THE RECEIPT OF THESE FORMS BY THE MANUFACTURER. FAILURE TO CONFIRM IN WRITING WILL VOID THIS WARRANTY.
- 8. Failure to Maintain in Accordance with Manufacturer's Maintenance Requirements.** Failure to service Product in exact and specific compliance with the Manufacturer's prescribed Maintenance Requirements herein below or as amended from time to time shall immediately void this warranty.

## **Maintenance Requirements:**

**1. Periodic Inspection** of EVAS is performed by the pilot, Aircraft Maintenance Technician (AMT), or other qualified inspector, once per month, or at regular intervals not to exceed ninety (90) days.

- The inspector inserts blunt tipped tools into the Blower and Battery test holes simultaneously.
- Push to test for approximately one to three seconds.
- With the two test buttons depressed, the inspector should hear the blower motor running AND should also confirm that the GREEN light is illuminated.

Please see the current EVAS ICA or Maintenance and User Instructions manual for complete and current instructions.

**2. Product must be returned to the Manufacturer every 24 months, +/- 3 months, for Service and Upgrade.**

**3. Product must be returned to the Manufacturer every 120 months, +/- 3 months, for Overhaul.**

**Maintenance requirements do change. It is the equipment owners responsibility to know and understand the Manufacturer's maintenance requirements at all times. Failure to comply with those requirements WHICH MAY BE DIFFERENT FROM THOSE DESCRIBED ABOVE, WILL VOID WARRANTY COVERAGE.**