

## Limited Warranty / Agreement

"Aero Safety Systems" by AeroHydro Consulting Ltd

AeroHydro Consulting Ltd (hereinafter referred to as "AH") 'Aero Safety Systems' products are secondary safety enhancing information devices which are supplementary to primary engine, configuration and flight information controls and displays.

They are designed for experimental aircraft and non-certified aircraft.

## **Limited Warranty and Agreement**

- Whilst AH devices have been carefully designed, manufactured and tested to AeroHydro Consulting Ltd high quality standards, they have not been subject to any official safety or durability testing, and thus do not conform to aeronautical standards or regulations prescribed by any governmental or certifying authority.
- It is the responsibility of the aircraft owner to ensure that AH devices are installed, configured and operated such that all essential-for-safe-flight engine, configuration and flight information remain available to the pilot at all times. It is the responsibility of the aircraft owner to install and configure AH devices in such a way as to ensure that any failure of AH devices so fitted will not compromise safety.
- The aircraft owner and pilots in command assume all risk of use and acknowledge by their operation of the aircraft so fitted that they understand that AH devices are supplementary and secondary advisory information systems, which complements but do not replace primary engine, flight and configuration information.
- 4 AH warrants its devices and system components to be free from defects in materials and workmanship for a period of two years from the Warranty Commencement Date. The Warranty Commencement Date is defined as:
  - The day the product is shipped to the end customer if purchased directly from AH.
  - The date of retail sale if purchased through an authorized AH dealer.
  - The date delivery is taken of an aircraft that comes factory-equipped with an AH instrument already installed.
- AH will, at its sole discretion, repair, replace or fully refund the purchase price of any AH device or component that fails in normal use and operated within the specified operating limitations. Such repairs or replacement will be made at no charge to the customer for parts or labour supplied by AH. THIS WARRANTY DOES NOT COVER SHIPPING COSTS OR ANY REIMBURSEMENT FOR ANYONE'S TIME OR MATERIALS FOR INSTALLATION, REMOVAL, ASSEMBLY OR REPAIR.
- This Warranty shall not apply to any device or component that has been repaired, modified, or altered in any way by any person other than an approved AH installer, or that has been subjected to misuse, abuse, accident, incorrect wiring, or improper or unprofessional installation by any person.
- AH cannot be held liable for expenses incurred by the customer or installer resulting from replacement or repair of AH devices under warranty, or AH official updates, modifications, improvements, upgrades, changes, notices or alterations to the product.
- The pilot and aircraft owner must be fully familiar with the operation and technical limitations of any installed AH device before flight. It is the aircraft owners responsibility to ensure that anyone who operates an aircraft with AH devices installed is fully familiar with the operation of such devices. The pilot operating manual for installed AH devices must be kept in the aircraft at all times.
- 9 INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THIS INSTRUMENT OR FROM ANY DEFECTS IN THE PRODUCT ARE NOT COVERED BY THIS WARRANTY, AND ARE SPECIFICALLY EXCLUDED.
- 10 CONSEQUENTIAL DAMAGES, SUCH AS DAMAGE TO THE ENGINE, AVIONICS OR AIRCRAFT, ARE NOT COVERED BY THIS WARRANTY, AND ARE SPECIFICALLY EXCLUDED.
- DAMAGES FOR PHYSICAL INJURY TO PERSON OR PROPERTY ARE NOT COVERED BY THIS WARRANTY, AND ARE SPECIFICALLY EXCLUDED.



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- 12 THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY LIABILITY ARISING UNDER WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE.
- Warranties are transferable to subsequent owners of AH instruments, subject to the above conditions.
- 14 IF YOU DO NOT AGREE TO ACCEPT THE TERMS OF THIS WARRANTY, DO NOT INSTALL THE INSTRUMENT AND RETURN IT FOR A FULL REFUND.