

**TELEPHONICS CORPORATION
RDR1400/1500/1600/1700A
SEARCH AND SURVEILLANCE RADAR
GENERAL INFORMATION
AND
TERMS AND CONDITIONS OF SALE**

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1. COMMUNICATION AND ORDER PLACEMENT

The following identifies order administrative aspects pertaining to the purchase of RDR Products.

Telephonics Corporation	Telephone:	1-877-517-2327 Domestic
Radar Systems Division	Facsimile:	1-877-755-7701 Domestic
815 Broad Hollow Road	Telephone:	1-631-755-7004 International
Farmingdale, New York 11735	Facsimile:	1-631-755-7227 International

For AOG emergency requirements only: Telephone: (631) 755-7400

WE ENCOURAGE FACSIMILIES FOR ORDERS WITH A LARGE NUMBER OF ITEMS.

Many of the Telephonics products are stock items and are available for immediate shipment. Situations do arise where material shortages cause lead times to be placed on these items. Contact the order administration department or your order representative for the latest information.

2. HOW TO ORDER

ORDERING TELEPHONICS EQUIPMENT IS EASY. SIMPLY PROVIDE US:

1. YOUR CUSTOMER NUMBER
2. PURCHASE ORDER NUMBER
3. SHIPMENT ROUTING
4. UNIT NAME AND PART NUMBER OR SYSTEM NUMBER
5. QUANTITY

3. PURCHASE ORDER ACCEPTANCE AND ACKNOWLEDGEMENT

Order acknowledgement will advise customer request/promise dates, price correction and part number supercedure. Order will be accepted to catalog lead-time or customer requested date, whichever is later. In the event customer's requested delivery is less than catalog lead-time, Telephonics will accept such orders on a best effort basis.

In instances where quantities ordered prohibit total shipment within specified lead times, orders will ordinarily be filled partially from stock and the balance scheduled for earliest available delivery thereafter.

4. PRICING AND SHIPPING POLICY

Line Replacement Unit (LRU) prices are effective from January 1 of each calendar year and are valid only if the equipment is ordered and acknowledged for delivery prior to December 31 of that same year.

Upon request, Telephonics will provide price and delivery quotations for Telephonics' spare parts. A minimum charge of \$25.00, not including transportation, will apply to each purchase order. Order quantity or order total dollar amount may be adjusted to meet the minimum.

Telephonics reserves the right to alter prices or designs without notice due to our policy of continued product improvement.

Preservation, packing and packaging will be to standard commercial practices for domestic or overseas shipment, as applicable.

In the event a shipment is received damaged, notify the delivery carrier at once and file a claim.

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5. RESTOCK POLICY

Cancellation of an order will be subject to a Fifteen (15) percent fee.

Any item returned for credit is subject to a restocking fee of Fifty (50) percent of the net price of each returned item or a minimum fee of \$25.00, whichever is greater. Additionally, reimbursement will also be required for any non-standard shipping charges (other than UPS Ground) incurred by Telephonics in the prior delivery of these restocking candidates, if applicable. The equipment must be unused, undamaged, in original packaging and returned within 90 days of shipment from Telephonics. All returns must be shipped with shipping charges pre-paid.

6. EQUIPMENT MANUFACTURED OUTSIDE THE U.S.A.

Some Components within Telephonics equipment are manufactured outside the U.S.A. Certificates of Origin can be provided upon request. If you need to verify country of origin prior to importing equipment, let your order representative know at the time you place your order.

7. PRODUCT RETURN PROCEDURES

Requirements for Domestic Returns Only:

Shipping Address for Credit Returns:

Telephonics Corporation
Radar Systems Division
815 Broad Hollow Road
Farmingdale, New York 11735

Shipping Address for Repair Returns:

Telephonics Corporation
Radar Systems Division
815 Broad Hollow Road
Farmingdale, New York 11735
Attention: RDR R&O

Credit returns or warranty returns must have approval prior to actual return of shipment. Those items returned without authorization are subject to be returned to sender. Authorization for returns should be requested from the Logistics Engineering and Support Department, Telephonics Corporation, Radar Systems Division, Farmingdale, New York.

Returns should include sufficient details to insure that service is provided in the most efficient manner. The following information should be supplied as applicable:

- Nomenclature, part number, and serial number
- Date originally delivered by Telephonics Corporation
- Date placed in service
- Date of Failure
- Failure description or reason for return
- Number of service hours
- Aircraft type
- Invoice or packing slip supplied under
- Return Material Authorization (RMA) Number
- Any additional pertinent information

Repair evaluation charge

A minimum repair evaluation charge will apply to items where no fault is found or confirmed. This charge will apply to both warranty and non-warranty items. This charge varies with product complexity but shall not be less than USD1,250.

Requirements for International Repair Returns Only:

Telephonics has a specific authorization customhouse brokers to facilitate entries through U. S. Customs. Notifying the broker of the international shipment ensures proper classification and entry of products.

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For repair returns to Farmingdale address, the following notification statement must appear on the invoice and waybill:

Ship in bond with U.S. Customs clearance in Farmingdale, New York notify:

Telephonics Corp (RSD R&O)
The Port Group
152-60 Rockaway Blvd.
Jamaica, New York 11434
ATTN: Ted Gapinski
Telephone: (718) 723-8210 Extension 218
Fax: (718) 723-8219
E-Mail: tgapinski@portgroupusa.com

1. Please email or Fax Ted Gapinski for routing instructions.
2. Do not ship via FedEx, DHL, or similar modes of transportation without instructions from Mr. Gapinski.
3. Please also notify Mr. Anthony Gibaldi at Gibaldia@telephonics.com or Ms. Susan Smiles at smiles@telephonics.com so that advance preparation can be made to assist in expediting the receipt of equipment being returned. Please include copies of the Commercial Invoice and Airway Bill information.

Documentation

Please include on the Commercial Invoice containing at a minimum the following information, this must accompany all shipments to Telephonics:

1. Proper description and identification of goods, including model, part number, and serial number.
2. Purchase order and return authority references.
3. Quantity of items in shipment.
4. Country of origin of goods. (Not all Telephonics products are of U.S. manufacture.) Check item markings for correct country of origin.
5. Harmonized Tariff Schedule: 9801.00.1012
6. Statement: "U.S. Goods Being Returned for Repair"
7. Value For Customs Purposes Only (Original Cost of Goods).

Please be sure to annotate the correct value of the goods on all appropriate paperwork. This is needed for Customs purposes. U.S. Goods being returned for repair are not subject to import duties. Incorrectly stating the value of the goods being returned may result in customs clearance delays, requiring resubmission of paperwork, or penalties being levied for which your company will be responsible.

8. Reason for return shipment:
 - a. Repair (warranty or non-warranty).
 - b. Exchange (warranty, customer service, or overhaul).
 - c. Consignment return.
 - d. Loaner return.
 - e. Test, sample or demonstrator equipment return.
 - f. Order error/duplicate shipment.
 - g. Other
9. The following notification statement must appear on the invoice and waybill:
Ship in bond with U.S. Customs Clearance in Farmingdale, New York notify:

Port Brokers,
Attention: Ted Gapinski
Telephone: (718) 723-8210, Extension 218

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10. The "Ship to/Consign to" address on your documents and packages must be:
Telephonics Corporation
Radar Systems Division
815 Broad Hollow Road
Farmingdale, New York 11735

Shipping or Freight Charges: Shipping or freight charges must be prepaid to Farmingdale, New York, unless other arrangements have been made and approved in advance of shipment. Unapproved shipments with collect charges and shipments where freight is paid to a point other than Farmingdale, New York, may be returned to you at your expense.

8. APPLICABILITY

Except for the application of overriding General Terms Agreements previously executed between Buyer and Seller, any purchase order covering the sale of Telephonics Corp. ("Seller") products shall be governed solely by these Conditions of Sale and other written provisions mutually agreed upon in writing. Any oral understandings are expressly excluded. Seller shall not be deemed to have waived these Conditions of Sale if it fails to object to provisions appearing on, incorporated by reference in, or attached to Buyer's Purchase Order Form which provisions are hereby expressly rejected. Buyer's silence or acceptance or use of products constitutes its acceptance to these Conditions of Sale. No modification or addition to these Conditions of Sale shall be effective unless agreed to in writing and signed by an authorized representative of Buyer and Seller. Telephonics' price list does not constitute an offer. Seller reserves the right to reject any Order submitted for its acceptance.

9. DELIVERY

Delivery shall be in accordance with the delivery schedule noted in the proposal letter or Sales Order Confirmation. Unless otherwise stated delivery shall be FCA (INCOTERMS 2000) Telephonics' Long Island, New York facility. Delivery of goods to common carrier or licensed trucker shall constitute delivery to Buyer and all risk of loss or damage in transit shall be borne by Buyer.

Telephonics reserves the right to make deliveries in installments. All such installments shall be separately invoiced and paid when due, without regard to subsequent deliveries. Delay in the delivery of any installment shall not relieve the Buyer of its obligation to accept the remaining deliveries.

10. INSPECTION

The Buyer shall inspect and accept or reject products delivered pursuant to an Order immediately after Buyer takes custody of such products. In the event the products do not comply with the applicable Seller drawings, the Buyer shall notify the Seller of such noncompliance and give the Seller a reasonable opportunity to correct any such noncompliance. The Buyer shall be deemed to have accepted any products delivered hereunder and to have waived any such noncompliance in the event Seller does not receive written notification that the products delivered hereunder do not comply with the Telephonics' drawings, within fifteen (15) calendar days after the Buyer takes custody of the products delivered hereunder.

11. CHANGES

Seller at all times reserves the right, and is entitled in its sole discretion without consent of Buyer, to make changes, additions or improvements to the products being delivered under an Order without liability or obligation to incorporate such changes, additions or improvements in any item manufactured, sold or delivered prior to incorporation of the change, addition or improvement.

12. PRICES AND PAYMENTS

Purchase prices are stated in United States dollars, and payment shall be made in United States currency. Invoice terms are net 30 days from date of invoice unless otherwise specified. Seller reserves

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the right to correct any errors in our prices prior to acceptance of an order. Seller reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance of the amount of credit involved. In the event payments are not made in a timely manner for any Order, Seller may, in addition to all other remedies provided at law, either: (1) declare Buyer's performance in breach and terminate the Order for default; (2) withhold future shipments under the Order until delinquent payments are made; (3) deliver future shipments under the Order on a cash with Order or cash in advance basis even after the delinquency is cured; (4) charge interest on the delinquency at a rate of 1½% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges, or inventory carrying charges; or (5) recover all costs of collection including reasonable attorney's fees; and (6) at Telephonics' option combine any of the above rights and remedies as provided by law.

13. SETOFF

All amounts that Buyer owes Seller under an Order shall be due and payable according to the terms of an Order. Buyer is prohibited from and shall not set off such amounts or any portion thereof, whether or not liquidated, against sums which Buyer asserts are due it, its parent affiliates, subsidiaries or other divisions or units under other transactions with Seller, its parents, affiliates, subsidiaries or other divisions or units.

14. EXCUSABLE DELAY

The Seller shall be excused from delays in delivery and performance of other contractual obligations under an Order caused by acts or omissions that are beyond the reasonable control and without the fault or negligence of Seller including but not limited to Government embargoes, blockades, seizure or freeze of assets, delays or refusals to grant an export license or the suspension or revocation thereof, or any other acts of any Government, fires, floods, severe weather conditions, or any other acts of God, quarantines, labor strikes or lockouts, riots, strife, insurrection, civil disobedience, war, material shortages or delays in deliveries to Seller by third parties. If the excusable delay circumstances extend for six months, either party may, at its option, terminate an Order without penalty or liability and without being deemed in default or in breach thereof.

15. CANCELLATION

Buyer shall have the right to cancel any portion of an Order affected by a default of Seller or any insolvency or suspension of Telephonics' operations or any petition filed or proceeding commenced by or against Seller under any state or federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors.

16. APPLICABLE LAW

An Order shall be interpreted in accordance with the laws of the State of New York, exclusive of any choice of law provisions. The Seller and Buyer expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.

17. DISPUTES

Except as otherwise specifically agreed in writing by Buyer and Seller, any dispute relating to an Order placed by a Buyer incorporated in the United States which is not resolved by the parties shall be adjudicated by any court of competent jurisdiction in the State of New York. For Orders placed by a Buyer located outside the United States, the parties shall resort to binding arbitration under mutually agreed procedures.

18. LIMITATION OF LIABILITY

Telephonics' liability on any claim for loss or damage arising out of, connected with, or resulting from an Order, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any product or services rendered covered by or furnished under an Order shall in no case

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exceed the price allocable to the product or services which gives rise to the claim, except as provided in the paragraph entitled "Patent Indemnity." In no event shall Seller be liable for special, incidental or consequential damages. Except as herein expressly provided to the contrary, the provisions of an Order are for the benefit of the parties to an Order and not for the benefit of any other person.

19. NONDISCLOSURE AND NON-USE OF SELLERS INFORMATION

Buyer agrees that it will not use Telephonics' data for the manufacture or procurement of products which are the subject of an Order or any similar products, or cause said products to be manufactured by or procured from any other source, or reproduce said data and information or otherwise appropriate them without the written authorization of the Seller. Buyer agrees that it will not disclose or make available to any third party any of Telephonics' data or other information pertaining to this Order which is proprietary to Seller without obtaining Telephonics' prior written consent.

20. PATENT INDEMNITY

Except insofar as an Order calls for products pursuant to Buyer's designs, drawings or specifications, Seller agrees to pay the amount of any final judgment against Buyer resulting from a suit claiming that any commercial products manufactured or furnished hereunder, by reason of their manufacture, sale or use, infringes any United States patent which has been issued at date of an Order, and Buyer's reasonable costs and expenses in defense of such suit if Seller does not undertake the defense thereof, provided Seller is promptly notified of the threat or commencement of such suit and is offered full and exclusive control to conduct the defense or settlement thereof.

Telephonics' indemnity shall not apply where infringement would not have occurred from the normal use for which the products were designed. No responsibility is assumed for actual or alleged infringement of any foreign patent. Telephonics' liability for damages hereunder is limited to those computed solely on the value of any products sold to Buyer. In no event shall Seller be liable for consequential damages or costs applicable thereto. In the event of any claim that a product furnished hereunder infringes any United States patent, Seller may at its option and expense (a) procure for Buyer the right to continue using the product, or (b) replace or modify the product so that it becomes non-infringing, or (c) grant Buyer a credit for such product, less a reasonable depreciation for use, damage, and obsolescence upon its return to Seller. Buyer agrees to pay all costs and expenses incurred by Seller in its defense and the amount of any judgment against Seller, in any suit or proceeding against Seller based upon a claim of infringement, resulting solely from the Buyer combining any product furnished hereunder with any item not manufactured or furnished by Seller or from the sale or use of any such combination by Buyer. Seller shall also indemnify Buyer's customers and agents for such infringement, if and to the extent that Buyer has agreed so to indemnify them, but to no greater extent than Seller has indemnified Buyer herein and under the same conditions as set forth herein. In the event any product to be furnished under this Order is to be made in accordance with drawings, samples or manufacturing specifications designated by Buyer and is not the design of Seller, Buyer agrees to defend, indemnify and hold Seller harmless to the same extent and subject to the same requirements as set forth in Telephonics' obligation to Buyer as above. The above is in lieu of any other indemnity or warranty, express or implied by Seller, with respect to intellectual property (patents, trade secret, mask works, trademarks, copyrights, or the like).

21. QUALITY

Telephonics Quality System shall be in accordance with ISO-9001. Testing shall be conducted in accordance with Telephonics' standard test procedures. A Certificate of Compliance will be provided upon request.

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22. SOFTWARE LICENSE

In the event that any software or software documentation is provided to Buyer by Seller in any form whatsoever under an Order and no software license agreement governing this sale has been signed between Buyer and Seller, Buyer agrees to accept the terms and conditions stated below effective the date of the first delivery hereunder:

- A. Subject to the terms and conditions herein, the Seller grants to Buyer a nonexclusive, nontransferable license to use the software or software documentation provided herein: (i) in the course of the normal operation in or with Seller products which are installed, or are intended to be installed, on aircraft, (ii) in the analysis or the formatting of reports using data from such Seller products or, (iii) on Seller or non-Seller products that are used to test, maintain, download, or process information compiled by Seller products.
- B. Making copies of software or documentation except for one copy for archive purposes is prohibited unless specifically authorized by Seller in writing. Should such copying be authorized, Buyer will reproduce and include all Seller proprietary and copyright notices and other legends in the same manner that Seller provides such notices and legends, both in and on every copy of licensed software and documentation and in any form.
- C. The software license and rights granted by Seller to Buyer hereunder are personal to Buyer. The licensed software and documentation may not be sub-licensed, transferred, or loaned to any other party without Telephonics' prior express written consent, except that Buyer may transfer the licensed software and documentation in conjunction with the resale of any flight equipment or Seller supplied test equipment in which the licensed software and documentation is installed or with which it is used. Such permission to transfer is contingent upon the resale or transfer of Buyer's agreement to use and protect the confidentiality of the licensed software and documentation under the same or similar terms as those set forth in this software license. Buyer will, however, notify Seller in writing of the transfer of the licensed software and documentation.
- D. Buyer agrees to utilize all licensed software and documentation only as authorized herein. Buyer may not either itself or with the assistance of others, make modifications to the licensed software and documentation, including, but not limited to, translating, decompiling, disassembling or reverse assembling, reverse engineering, creating derivative or merged works, or performing any other operation on licensed software and documentation to recover any other operation on licensed software and documentation to recover any portion of the program listing, object code or source code or any information contained therein.
- E. Buyer agrees to accept and retain licensed software and documentation in confidence. Buyer agrees to take appropriate action by instruction, agreement or otherwise with Buyer's employees, or agents or other persons who are permitted access to licensed software and documentation as follows to inform said employees, agents or other persons who may come into contact with it of the confidential nature of licensed software and documentation; and to satisfy its obligations under this software license with respect to use, copying, and protection and security of licensed software and documentation.
- F. This software license is effective as of the date of first delivery hereunder and shall continue until terminated by Buyer for any reason whatsoever upon thirty (30) days prior written notice to Seller, provided Buyer ceases using and either returns or destroys Seller software and documentation; or by Seller, if Buyer does not comply with any of the terms and conditions of this software license and Buyer fails to remedy such failure within thirty (30) days after having received notice from Seller of such failure.
- G. Notwithstanding the warranties provided elsewhere herein, Buyer acknowledges that licensed software and documentation may be aircraft or sensor specific and, as such, may require reasonable

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adjustment or refinement to suit Buyer's specific requirements. Buyer shall provide reasonable aid to Seller in accomplishing such adjustments and refinements. Such reasonable adjustments or refinements shall commence on the date of delivery and be provided by Seller to Buyer for a period not to exceed ninety (90) days unless otherwise provided for in writing.

- H. Buyer agrees that it will not use the licensed software and documentation in the performance of a contract, or subcontract, with any Government in a manner so as to affect Seller rights to licensed software and documentation. If Buyer desires to use the licensed software or documentation in the performance of a contract or subcontract with a Government, prior to such use, Buyer shall consult with Seller as to the procedures and use of restrictive markings required to protect the ownership interest of Seller.
- I. This license and sale is subject to the laws and regulations, and other administrative acts, now or hereinafter in effect, of the United States and other governments and their departments and agencies relative to the exportation and/or re-exportation of licensed software and documentation. Buyer acknowledges that it will be responsible for compliance as necessary with such laws, regulations and administrative acts.
- J. Seller agrees to use reasonable efforts to secure any licenses or permits as may now or hereafter be required by the U.S. Government in connection with the performance of Seller obligations under an Order, but this will not be deemed to require any performance on the part of Seller which cannot lawfully be done pursuant to the laws, regulations and acts referred to above.

23. SPECIAL TOOLING AND DATA

Unless otherwise agreed in writing, all material, software, data processes, equipment, facilities and special tooling, which term includes but is not limited to jigs, dies, fixtures, molds, patterns, special taps, special gages, special test equipment, other special equipment and manufacturing aids and replacements thereof, used in the manufacture of products covered by an Order shall be and remain the property of Seller.

Seller retains all rights, title and interest in drawings, engineering instructions, specifications, and all other written data, if any, furnished with the products.

24. EXPORT

Unless otherwise agreed in writing, Buyer shall be responsible for compliance with the export control laws and regulations of the U.S. Government, and when required by such laws and regulations shall obtain export and re-export licenses required for goods, services and technical data delivered under an Order.

Seller shall not be liable to Buyer for any failure to provide goods, services or technical data as a result of any of the following U.S. Government actions: (1) refusal to grant export or re-export license; (2) cancellation of export or re-export license; or (3) any subsequent interpretation of U.S. export laws and regulations, after the date of an Order, that limits or has a material adverse effect on the cost of Telephonics' performance on an Order.

25. TAXES

The prices quoted herein do not include sums necessary to cover any taxes or duties including but not limited to Federal, State, Municipal excise, sales or use taxes or import duties upon the production, sales, distribution, or delivery of goods or furnishing of services hereunder. Any taxes or duties that are due and owing hereunder shall be paid by the Buyer. Accordingly, Seller reserves the right to revise its price after the execution of an Order between the parties to include any and all taxes or duties that may become due hereunder and Seller may invoice Buyer for said additional amount. This clause shall survive the acceptance and complete performance of an Order by the parties herein.

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26. ASSIGNMENT

Neither party shall assign an Order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld. The non-assigning party shall not have any obligation to an assignee of the assigning party unless such consent is obtained.

27. WAIVER

Failure by Seller to assert all or any of its rights upon any breach of an Order shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment or service. No waiver of any right shall extend to or affect any other right Seller may possess, nor shall such waiver extend to any subsequent similar or dissimilar breach.

28. SEVERABILITY

If any provision of these Conditions of Sale is determined to be illegal, invalid, or unenforceable, for any reason, then such provision shall be deemed stricken for purpose of the dispute in question, and all other provisions shall remain in full force and effect.

29. MATERIAL SHORTAGES AND ALLOCATIONS

In the event Seller is unable to obtain in a timely manner material sufficient to fulfill all of its orders on hand, the Seller shall have the right as a result of said material shortages to equitably allocate lesser quantities of the products to be delivered to all Buyers on a proportionate basis and the contract price shall be equitably adjusted, taking into consideration, among other things, the reduced quantity of items to be delivered and the increased production costs, if any, to Seller as a result of manufacturing lesser quantities than anticipated.

30. WARRANTY – RDR1400, RDR1500, RDR1600 and RDR1700A Products

For purposes of this warranty, a “Nonconformance” is defined as a failure to comply with or failure to operate due to noncompliance with applicable Telephonics drawings or having defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance shall not constitute a nonconformance.

Telephonics’ Warranty Obligation:

Telephonics warrants that at the time of delivery to Buyer, its Products will comply with applicable Telephonics drawings and will be free from defects in workmanship and material. If, within the warranty period, any part of the product is found to be defective in materials or workmanship or not in conformity with applicable specifications, such part thereof shall be corrected, repaired or replaced at Telephonics’ option and returned FCA point of manufacture, provided that Buyer gives Telephonics written notice within thirty (30) days of discovery of the defect or nonconformity. Telephonics’ obligation and Buyer’s exclusive remedy under this warranty is limited to either repair or replacement, at Telephonics’ election, of any Product Nonconformance. Telephonics also has the option of requiring the return of the defective or nonconforming product or any part thereof to establish the claim. These warranties shall run to the Buyer, its successors, assigns, and customers.

Warranty Period:

- New Products (excluding wear-out items) are warranted for two (2) years from the date of delivery to Buyer. If Buyer is not the ultimate customer, then the warranty shall be effective for a period of two (2) years from the date of delivery to Buyer’s customer provided that such delivery occurs within six (6) months of shipment from Telephonics and the Products have not been in any operational use by the Buyer prior to delivery. Applicable warranty registration filing is required (see paragraph “Warranty Registration and Claims Filing,” below).

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- Wear-out items such as magnetrons, CRT's, lamps, fuses, slip rings/brushes and rotary joints are warranted for a period of one (1) year from the date of shipment from Telephonics.
- Products Repaired during Warranty Period: All items repaired or replaced hereunder shall be warranted only for the unexpired portion of the original warranty period.
- Products Repaired after Warranty Period: Parts or components that have been replaced with new items under the specific repair order are warranted by Telephonics for a period of one (1) year from the date of delivery to the Buyer, unless stated otherwise. Serviceable/rotatable parts used in the repair or refurbishment are only warranted for six (6) months after date of delivery to buyer.

Telephonics shall not be liable under this warranty and this warranty shall be void and of no effect if the Product has been exposed or subjected to:

1. Any maintenance, repair, installation, handling, transportation, storage, operation or use which is improper or otherwise not in compliance with Telephonics' instruction; or
2. Any alteration, modification or repair by anyone other than Telephonics, Telephonics' Authorized Service Center, or those specifically authorized by Telephonics; or
3. Any accident, contamination, foreign object damage, abuse, neglect or negligence after delivery to Buyer; or
4. Any damage precipitated by failure of a Telephonics supplied Product not under warranty or by any Product not supplied by Telephonics.

Telephonics' obligations under this warranty are conditioned on Buyer's obligation to maintain records which will accurately reflect operating time and maintenance performed on Telephonics' Product and establishes the nature of any unsatisfactory condition of Telephonics' Product. Telephonics, at its request, shall be given access to such records for substantiating warranty claims.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TELEPHONICS SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS, WHICH MAY ARISE FROM THE USE OF THE PRODUCTS FURNISHED BY TELEPHONICS UNDER THIS AGREEMENT OR FOR ANY OTHER REASON RELATING TO THE PERFORMANCE OF THIS AGREEMENT. NO EXTENSION OF THIS WARRANTY SHALL BE BINDING UPON TELEPHONICS UNLESS SET FORTH IN WRITING AND SIGNED BY TELEPHONICS' AUTHORIZED REPRESENTATIVE.

31. WARRANTY REGISTRATION AND CLAIMS FILING

On-line warranty registration and claims filing can be accessed through the American Electronics Association (AEA) website, <http://www.aea.net>. Access requires AEA membership and registration as a *Resource One* member. AEA membership information can be obtained by calling (816) 373-6565. Hard copy warranty registration and claims filing forms, however, can be obtained by calling Telephonics Order Administration at 877-517-2327 (domestic) or 631-755-7004 (international).