

LIMITED WARRANTY – TRUE BLUE POWER PRODUCTS

THE FOLLOWING LIMITED EXPRESS WARRANTY IS EXTENDED BY TRUE BLUE POWER, DIVISION OF MID-CONTINENT INSTRUMENT CO., INC., TO ALL MANUFACTURERS USING A TRUE BLUE POWER PRODUCT COVERED HEREIN, TO ALL ULTIMATE DIRECT PURCHASERS OF A TRUE BLUE POWER PRODUCT COVERED HEREIN.

TRUE BLUE POWER WARRANTS PRODUCTS MANUFACTURED BY THEM TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP WHEN INSTALLED AND USED UNDER RECOMMENDED CONDITIONS AND TO PERFORM ACCORDING TO THE REQUIREMENTS OF THEIR INDIVIDUAL SPECIFICATIONS. ANY DEFECT, MALFUNCTION, OR FAILURE, OF A TRUE BLUE POWER MANUFACTURED PRODUCT CAUSED BY DAMAGE (NOT RESULTING FROM MATERIAL DEFECT OR MALFUNCTION) WHILE IN THE POSSESSION OF A BUYER, OR UNREASONABLE USE (INCLUDING FAILURE TO PROVIDE REASONABLE AND NECESSARY MAINTENANCE), SHALL NOT BE COVERED BY THIS WARRANTY.

PRODUCTS MANUFACTURED AND SUPPLIED BY TRUE BLUE POWER **SHALL BE SHELF-STORED IN ACCORDANCE WITH THE PRODUCTS INSTALLATION AND OPERATIONAL MANUAL**. DURING SHELF-STORAGE, SAID PRODUCTS MUST BE MAINTAINED WITH REASONABLE CARE, ADEQUATE PACKING, AND STORED IN DRY AREAS. THE ORIGINAL SHIPPING DATE OF THE PRODUCTS WILL BE THE BASIS FOR DETERMINING THE BEGINNING OF SHELF-STORED TIME. FAILURE TO COMPLY WITH THESE REQUIREMENTS CONSTITUTES UNREASONABLE USE.

IF THE PRODUCT HAS **NOT** BEEN SHELF-STORED OR RETAINED BEYOND THE PERIOD DESIGNATED ABOVE, THE **DURATION OF THIS WARRANTY WILL CONTINUE FOR TWENTY FOUR (24) MONTHS FOLLOWING DELIVERY TO THE ORIGINAL RETAIL PURCHASER OF THE PRODUCT. THIS EXPRESS WARRANTY EXPIRES AT THE END OF THE TWENTY FOUR (24) MONTH PERIOD OF USE. IN NO EVENT WILL THIS EXPRESS WARRANTY EXTEND BEYOND THIRTY (30) MONTHS AFTER THE SHIPPING DATE OR TWENTY FOUR (24) MONTHS OF USE.**

FOR THE PURPOSE OF THIS WARRANTY, NO PART MANUFACTURED BY TRUE BLUE POWER WILL BE REGARDED AS DEFECTIVE MERELY BECAUSE, SUBSEQUENT TO ITS DELIVERY, SOME MODIFICATION OR ALTERATION BECOMES NECESSARY FOR PRODUCT IMPROVEMENT OR IN ORDER TO MEET A CHANGE IN THE REQUIREMENTS OF ANY APPLICABLE FEDERAL AVIATION ADMINISTRATION REGULATION.

IF ANY TRUE BLUE POWER MANUFACTURED PRODUCT PROVES TO BE DEFECTIVE WITHIN THE DURATION OF THE EXPRESS WARRANTY, THE ENTIRE EXTENT OF TRUE BLUE POWER LIABILITY UNDER THIS WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT, AT TRUE BLUE POWER'S OPTION. IF THE PRODUCT WAS PURCHASED DIRECT FROM TRUE BLUE POWER, THE DEFECTIVE PRODUCT SHALL BE RETURNED, PROPERLY PACKAGED, POSTAGE PREPAID DIRECTLY TO TRUE BLUE POWER, OR, IF THE PRODUCT IS A COMPONENT PART OF A PURCHASED MANUFACTURED PRODUCT, TO THE AM AUTHORIZED DISTRIBUTOR OR DEALER.

EXAMINATION MUST DISCLOSE A DEFECT TO THE SATISFACTION OF TRUE BLUE POWER. REPLACEMENT OR REPAIR DOES NOT EXTEND THE DURATION OF THE EXPRESS WARRANTY COVERING THE ORIGINAL PRODUCT. REPLACEMENTS OR REPAIRS ARE WARRANTED FOR THE REMAINDER OF THE APPLICABLE ORIGINAL WARRANTY.

THIS IS THE ONLY EXPRESS WARRANTY GIVEN BY TRUE BLUE POWER REGARDING THEIR MANUFACTURED PRODUCTS. IN NO EVENT WILL SELLER BE LIABLE FOR ANY LABOR, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF, OR RELATING TO A PRODUCT OR ORDER, IS LIMITED TO THE LESSER OF CATALOG OR CONTRACT PRICE FOR THE SPECIFIC PRODUCT THAT GIVES RISE TO THE CLAIM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OR LAW, OR OTHERWISE.

NO OTHER PERSON OR BUSINESS ORGANIZATION (INCLUDING EMPLOYEES OR SALES REPRESENTATIVES OF TRUE BLUE POWER) ARE AUTHORIZED TO EXTEND ANY OTHER EXPRESS WARRANTY ON BEHALF OF TRUE BLUE POWER, EITHER VERBALLY OR IN WRITING. TO THE EXTENT ALLOWED BY APPLICABLE LAW, TRUE BLUE POWER **EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**. THIS WARRANTY IS GOVERNED BY AND SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF **KANSAS**.

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