



## Stratus ES/ESG Transponder Limited Warranty

### Limited Warranty

If you are the original end user (“Buyer” or “you”) installing or using a Stratus ES or Stratus ESG (“Product”), whether purchased from Appareo or through an authorized Appareo dealer, you are asked to read the following terms and conditions carefully before installing or using this Product. By installing or using the Product, you consent to be bound by and become a party to this Limited Warranty. If you do not agree to the terms and conditions of this Limited Warranty, you should return the Product for a full refund prior to installation.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. To the extent necessary to comply with those laws, the terms of this Limited Warranty should be read to adjust to those requirements only to the extent necessary to comply with such local law.

**1. Limited Warranty.** Appareo warrants to Buyer that the Product will comply with its published specifications and be free from defects in materials and workmanship under normal use and service for the time period as indicated in the chart below (the “Warranty Period”):

Product Type	Warranty Period
For Stratus ES or Stratus ESG, installed and registered by an authorized Appareo installer	5 years from date of purchase or 2,000 flight hours, whichever comes first
For Stratus ES or Stratus ESG registered by any entity other than an authorized Appareo installer	18 months from date of purchase, or if proof of purchase is not available, 18 months from factory ship date
For Repaired or Newly Overhauled Stratus ES or Stratus ESG	1 year from date of purchase or 200 flight hours, whichever comes first

Appareo reserves the right to void this Limited Warranty for Products not registered upon installation. This Limited Warranty is void if (a) the Product is not installed and maintained properly per any installation or maintenance instructions that accompanied the purchase; (b) any part not supplied by Appareo is used in assembly or repair of the Product, or (c) if the Product has been altered. This Limited Warranty does not apply to the extent damage to the Product is caused by fire, flood, wind, rain, rising water, leakage or breakage of plumbing or any other cause beyond the reasonable control of Appareo.

**2. Claim Procedure; Remedies.** Appareo must receive a claim from Buyer under this Limited Warranty no later than thirty (30) days after the end of the Warranty Period or the claim is waived. Claim procedures vary depending on whether your Product was installed by an authorized Appareo installer or not. Please read the following instructions carefully. Contact [support@appareo.com](mailto:support@appareo.com) if you have any questions.

**Transponders Installed by an Authorized Installer.** To make a Limited Warranty claim, you must do the following:

- Contact the authorized Appareo dealer (“Distributor”) that installed your Product and registered your Limited Warranty. All warranty claims on TSO certified Products must be handled by an Appareo Distributor.
- Provide reasonable proof of purchase (for example, a sales receipt) that establishes you as the Buyer (the original end-user consumer purchaser) and which provides evidence of the beginning date of the Warranty Period.
- If applicable, Appareo will provide the Distributor with a return material authorization (“RMA”) number and shipping information for the return of your unit. Product sent to Appareo without an RMA number will not be accepted and will be held for pick up or returned to the Distributor at your risk and expense.
- Upon receipt of the returned Product, Appareo will inspect it and make a determination as to validity of the warranty claim.
- If upon examination it is determined that the Product is operating within factory recommended specifications, the Distributor will be notified and may request that the Product be returned. The Distributor will be asked to pay a reasonable service charge and also for shipping expenses to and from Appareo.
- If it is determined upon examination that the Product is not operating within factory recommended specifications, but that the source of the failure was outside of the scope of this Limited Warranty, the Distributor will be notified of the estimated cost for repair of the Product to factory specifications. At this time the Distributor may request that the Product be returned without further action or that Appareo repair the Product as per the provided estimate and return the Product to the Distributor. In this case the Distributor will be billed for the repairs and for shipping expenses to and from Appareo. Appareo will make three (3) attempts to contact the Distributor by phone or email for payment within ninety (90) days after the work is completed. If no response is given, Appareo reserves the right to consider the Product abandoned and can take ownership of the Product.
- If it is determined that the returned Product falls within the scope of this Limited Warranty, Appareo will repair or replace the Product at its discretion. Replacement Product may be new or factory refurbished at Appareo’s discretion, and shall carry the warranty of the original Product. Following repair or replacement, Product shall be shipped to the same location in the same manner as was the returned Product. Appareo shall pay all associated shipping expenses. SUCH REPAIR, REPLACEMENT OR REFUND IS THE SOLE REMEDY AND OBLIGATION OF APPAREO.

**Transponders Not Installed by an Authorized Installer.** To make a Limited Warranty claim, you must do the following:

- Call Appareo at (701) 356-2200, write to Appareo at 1830 NDSU Research Circle North, Fargo, ND 58102, or e-mail Appareo at support@appareo.com and provide the Product’s serial number and date of purchase.
- Provide reasonable proof of purchase (for example, a sales receipt) that establishes you as the Buyer (the original end-user consumer purchaser) and which provides evidence of the beginning date of the Warranty Period.
- Appareo will provide you with an RMA number and shipping information for the return of your unit. You must obtain an RMA number from Appareo Support before sending a return—Product sent to Appareo without an RMA number will not be accepted and will be held for pick up or returned to you at your risk and expense.

- Upon receipt of the returned Product, Appareo will inspect it and make a determination as to validity of the warranty claim.
- If upon examination it is determined that the Product is operating within factory recommended specifications, you will be notified and may request that the Product be returned to you. You will be asked to pay a reasonable service charge and also for shipping expenses to and from Appareo.
- If it is determined upon examination that the Product is not operating within factory recommended specifications, but that the source of the failure was outside of the scope of this Limited Warranty, you will be notified of the estimated cost for repair of the Product to factory specifications. At this time you may request that the Product be returned to you without further action or that Appareo repair the Product as per the provided estimate and return the Product to you. In this case you will be billed for the repairs and for shipping expenses to and from Appareo. Appareo will make three (3) attempts to contact you by phone or email for payment within ninety (90) days after the work is completed. If no response is given, Appareo reserves the right to consider the Product abandoned and can take ownership of the Product.
- If it is determined that the returned Product falls within the scope of this Limited Warranty, Appareo will repair or replace the Product at its discretion. Replacement Product may be new or factory refurbished at Appareo's discretion, and shall carry the warranty of the original Product. Following repair or replacement, Product shall be shipped to the same location in the same manner as was the returned Product. Appareo shall pay all associated shipping expenses. SUCH REPAIR, REPLACEMENT OR REFUND IS THE SOLE REMEDY AND OBLIGATION OF APPAREO.

**3. LIMITATION OF LIABILITY.** THE LIMITED WARRANTY AND REMEDIES SET FORTH HEREIN ARE THE EXCLUSIVE AND SOLE WARRANTY AND REMEDIES PROVIDED BY APPAREO. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL APPAREO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER ARISING OUT OF WARRANTY (INCLUDING ANY IMPLIED WARRANTIES) OR BASED UPON BREACH OF WARRANTY, BREACH CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT APPAREO WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

- In any event, Appareo shall not be liable for any downtime, loss of revenue, loss of or damage to data, records, or software or the restoration of data or records, or the reinstallation of software, costs of de-installation of the Product or re-installation of replacement Product, or other issues arising from the Product.
- Any efforts by Appareo beyond the obligations provided for in this Limited Warranty will not in any way enlarge, extend or otherwise change the Limited Warranty, remedies or limitations stated in this Limited Warranty. IN NO EVENT WILL APPAREO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT SOLD TO BUYER EXCEED THE TOTAL PURCHASE PRICE PAID BY BUYER FOR THE PRODUCT GIVING RISE TO THE CLAIM. The parties agree that the limitation of remedies is an agreed upon allocation of risk and does not cause the remedy to fail of its essential purpose.
- Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**4. No Distributor Warranty.** This is the exclusive warranty applicable to the Product. No Distributor or any third party has any authority to make any other warranty, modify, limit, or expand the terms of this Limited Warranty in any fashion, or to make representations or promises on behalf of Appareo.

**5. Disclaimers.** TO THE EXTENT PERMITTED BY LAW, ALL EXPRESS AND IMPLIED WARRANTIES OTHER THAN THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE ARE EXPRESSLY DISCLAIMED. ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN AND NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE ARE EXPRESSLY DISCLAIMED. In the event an implied warranty is determined to exist, the duration of the implied warranty shall expire upon the expiration of the Warranty Period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**6. Danger!** *Do not use the Product for medical or life support equipment or other high risk activities!* Appareo does not sell Products for use in high-risk activities. The Product is not designed or intended for use in hazardous environments requiring fail-safe performance or for use in any circumstance in which the failure of the Product could lead directly to death, personal injury, or severe physical or property damage, or that would affect operation or safety of any medical or life support device (collectively "High Risk Activities"). Appareo expressly disclaims any express or implied warranty of fitness for High Risk Activities. Appareo does not authorize use of any of the Products in any High Risk Activities.

**7. Contact.** If you have questions about this Limited Warranty, contact Appareo at 1810 NDSU Research Circle North, Fargo, ND 58102, or by phone number at 701-356-2200. You may also contact Appareo on the internet at [www.appareo.com](http://www.appareo.com), or [support@appareo.com](mailto:support@appareo.com).

**8. General.** This Limited Warranty is governed by the laws of the United States and the State of North Dakota, without reference to conflict of law principles. To the fullest extent permitted by applicable law, Buyer consents and submits to the exclusive jurisdiction of the state and federal courts of the State of North Dakota and agrees that any action of any nature whatsoever against Appareo relating in any manner to the Product may be brought therein. Certain Appareo products are subject to export controls by the U.S. Department of Commerce under the Export Administration Regulations (EAR). Violation of U.S. law is strictly prohibited. You agree to comply with the requirements of the EAR and all applicable international, national, state, regional and local laws and regulations, including any applicable import and use restrictions. For further information or clarification regarding these regulations please contact Appareo. This Limited Warranty is not assignable and any purported assignment is void.