



SPARROW AVIONICS FLOOD EARLY WARNING SYSTEM

WARRANTY, REPAIR, REPLACEMENT & RETURN POLICY

Effective Date: _____

Seller/Provider: Sparrow Avionics, Inc. (SPARROW AVIONICS)

Warranty Period: Five (5) Years

Warranty Service Location: 3211 County Road 384, Tyler, Texas

1. PURPOSE

This Warranty, Repair, Replacement & Return Policy ("Policy") establishes the warranty coverage, repair procedures, replacement procedures, and return requirements applicable to hardware supplied as part of the SPARROW AVIONICS Flood Early Warning System ("System").

Because the System is designed to provide critical flood-warning information and emergency notifications, SPARROW AVIONICS's warranty program is structured to maintain continuity of monitoring and notification capabilities whenever reasonably possible during the repair or servicing of covered hardware.

This Policy is incorporated into and made a part of the applicable Sales and Service Agreement between SPARROW AVIONICS and the customer ("Customer").

2. FIVE-YEAR HARDWARE WARRANTY

SPARROW AVIONICS warrants that System hardware supplied by SPARROW AVIONICS will be free from defects in materials and workmanship under normal and intended operating conditions for a period of **five (5) years**, corresponding to the duration of the applicable Sales and Service Agreement.

The warranty period begins on the effective date specified in the applicable Sales and Service Agreement unless another commencement date is expressly stated in that agreement.

This warranty applies to hardware manufactured, supplied, or designated by SPARROW AVIONICS as part of the System.

3. WHAT THE WARRANTY COVERS

Subject to the terms and exclusions contained in this Policy, SPARROW AVIONICS will repair or replace covered hardware determined by SPARROW AVIONICS to have failed as a result of a defect in materials or workmanship during the applicable five-year warranty period.

Covered warranty service may include:

- Diagnosis of reported hardware failures;
- Repair of defective hardware;
- Replacement of defective hardware;



- Testing and verification of repaired or replacement equipment;
- Reprogramming of applicable System identifiers and configuration parameters; and
- Reasonable coordination necessary to return the System to operational service.

4. BATTERIES — EXPRESS WARRANTY EXCLUSION

BATTERIES ARE NOT COVERED BY THIS FIVE-YEAR HARDWARE WARRANTY.

Batteries are considered consumable components and are subject to normal degradation, depletion, aging, environmental conditions, operating conditions, and service-life limitations.

The Customer is responsible for the inspection, maintenance, and replacement of batteries in accordance with SPARROW AVIONICS's applicable maintenance requirements, recommended service intervals, operating instructions, or other written guidance.

Battery replacement, regardless of whether required because of normal depletion, age, reduced capacity, environmental exposure, or failure to maintain the battery, is not included as a warranty repair or replacement unless the applicable Sales and Service Agreement expressly states otherwise.

The five-year hardware warranty does not extend the expected service life of any battery and does not constitute a warranty of battery capacity or battery performance for five years.

5. WARRANTY RETURN PROCEDURE

When a Customer believes that a System hardware unit has experienced a warranty-related failure, the Customer shall first contact SPARROW AVIONICS and provide the unit identification number, description of the reported problem, and other information reasonably requested by SPARROW AVIONICS.

SPARROW AVIONICS may perform remote diagnostic procedures before authorizing the return of the hardware.

No hardware should be shipped to SPARROW AVIONICS for warranty service without prior authorization unless otherwise directed by SPARROW AVIONICS.

Authorized warranty returns shall be shipped to:

**SPARROW AVIONICS
3211 County Road 384
Tyler, Texas 75708**

The Customer is responsible for properly packaging returned equipment to prevent damage during shipment.



6. CONTINUITY-OF-PROTECTION REPLACEMENT

SPARROW AVIONICS recognizes that the Flood Early Warning System is intended to provide continuous monitoring and notification capabilities. Accordingly, when a covered hardware unit requires return to SPARROW AVIONICS for warranty service, SPARROW AVIONICS will, where technically and operationally applicable, provide a replacement unit intended to maintain continuity of System operation.

The replacement unit will be programmed and configured to correspond to the original unit's authorized:

- System specifications;
- Transmitter identification;
- Authorized identifiers;
- Applicable operating parameters;
- Notification configuration; and
- Other necessary System programming.

This process is intended to allow the Customer to place the replacement unit into service while the original unit is being evaluated, repaired, tested, or otherwise serviced.

The replacement unit is provided for the purpose of maintaining System continuity and does not constitute an additional permanent unit unless expressly agreed to in writing.

7. RETURN OF ORIGINAL EQUIPMENT

Upon receipt of the returned equipment, SPARROW AVIONICS will evaluate the unit to determine the cause of the reported failure.

If the failure is covered by this warranty, SPARROW AVIONICS will repair the original unit or replace it in accordance with this Policy.

Following completion of repair and testing, SPARROW AVIONICS may coordinate with the Customer regarding return of the original unit to service.

SPARROW AVIONICS may determine, based upon equipment condition, availability, reliability, or other technical considerations, that replacement of the original unit is preferable to repair.

8. REPLACEMENT EQUIPMENT

Replacement hardware provided under this Policy may be new, refurbished, remanufactured, or otherwise restored equipment, provided that the replacement equipment meets SPARROW AVIONICS's applicable operational and performance specifications.



Unless otherwise specified in writing, replacement equipment provided under warranty does not restart or extend the original five-year warranty period. The replacement unit remains subject to the remaining warranty period applicable to the original unit.

9. SHIPPING

Unless otherwise specified in the applicable Sales and Service Agreement, Customer shall be responsible for shipping equipment to SPARROW AVIONICS for warranty evaluation.

SPARROW AVIONICS will be responsible for reasonable return shipping of equipment repaired or replaced under an approved warranty claim.

Additional shipping charges resulting from expedited delivery requested by the Customer, international shipping, special handling, or other non-standard shipping requirements may be charged to the Customer.

10. WARRANTY EXCLUSIONS

The warranty does not cover damage, failure, or malfunction resulting from:

1. Normal wear and tear;
2. Battery depletion, battery replacement, or battery service;
3. Improper installation or installation not performed according to SPARROW AVIONICS requirements;
4. Improper operation or use outside specified operating parameters;
5. Unauthorized modification, alteration, programming, or repair;
6. Physical damage, abuse, misuse, neglect, or vandalism;
7. Damage caused by unauthorized personnel;
8. Lightning, electrical surge, power irregularities, fire, flood, severe weather, or other external events, unless specifically covered by the applicable Sales and Service Agreement;
9. Damage caused by improper grounding, wiring, power supply, or environmental conditions outside specified requirements;
10. Damage resulting from failure to perform required maintenance;
11. Damage caused by use of unauthorized accessories, components, or equipment;
12. Damage occurring during shipment when shipment is arranged by or on behalf of the Customer;
13. Equipment that has been tampered with or whose identification information has been removed, altered, or rendered unreadable; or



14. Any other condition specifically excluded by the applicable Sales and Service Agreement.

11. CUSTOMER MAINTENANCE RESPONSIBILITIES

The Customer is responsible for performing all routine maintenance identified by SPARROW AVIONICS, including required inspections, battery replacement, cleaning, environmental protection, power-system maintenance, and other periodic maintenance applicable to the installed equipment.

Failure to perform required maintenance may result in a failure not being covered under this warranty.

SPARROW AVIONICS may require documentation of required maintenance when evaluating a warranty claim.

12. UNAUTHORIZED MODIFICATION OR REPAIR

The Customer shall not modify, reprogram, open, repair, reverse engineer, or otherwise alter SPARROW AVIONICS hardware except as expressly authorized by SPARROW AVIONICS.

Unauthorized modification or repair may void warranty coverage for the affected equipment to the extent permitted by applicable law.

This provision does not restrict maintenance or repair rights that cannot lawfully be restricted.

13. DIAGNOSTIC EVALUATION

SPARROW AVIONICS reserves the right to inspect and test returned equipment before determining whether a reported failure is covered under this warranty.

If SPARROW AVIONICS determines that the reported problem is not covered by warranty, SPARROW AVIONICS will notify the Customer and may provide a repair estimate or other available service options.

No chargeable repair will be performed without Customer authorization when such authorization is required under the applicable Sales and Service Agreement.

14. SYSTEM CONFIGURATION AND SECURITY

Because System hardware may contain unique identifiers, security credentials, transmitter information, proprietary programming, or other configuration information, SPARROW AVIONICS reserves the right to control programming, configuration, testing, and reactivation of System equipment.

Customers shall not attempt to duplicate, alter, or transfer proprietary System identifiers or security configurations without written authorization from SPARROW AVIONICS.

15. SERVICE CONTINUITY

SPARROW AVIONICS will use commercially reasonable efforts to minimize the period during which a covered hardware unit is unavailable for service.



Where a replacement unit is available and technically compatible, SPARROW AVIONICS will provide the replacement unit in accordance with the procedures described in this Policy.

The replacement process is intended to support continuity of monitoring and notification; however, SPARROW AVIONICS does not warrant that service will be uninterrupted where interruption results from circumstances beyond SPARROW AVIONICS's reasonable control, including shipping delays, acts of God, severe weather, telecommunications or satellite service interruptions, power failures, governmental actions, third-party infrastructure failures, or other events outside SPARROW AVIONICS's reasonable control.

16. SOFTWARE, FIRMWARE, AND PROGRAMMING

Unless expressly stated otherwise in the applicable Sales and Service Agreement, this hardware warranty applies to physical hardware and does not constitute a separate warranty of software, firmware, communications networks, satellite services, cellular services, Internet services, or third-party notification services.

Where hardware repair or replacement requires programming, SPARROW AVIONICS will use commercially reasonable efforts to restore the applicable authorized configuration and identifiers.

17. TRANSFER OF WARRANTY

The warranty applies to the original Customer identified in the Sales and Service Agreement and is not transferable to another owner or operator unless SPARROW AVIONICS expressly agrees to the transfer in writing.

18. LIMITATION OF REMEDIES

To the maximum extent permitted by applicable law, SPARROW AVIONICS's obligations under this Policy for covered hardware defects are limited to the repair or replacement of the affected hardware as described herein.

The parties may expressly designate these remedies as exclusive in the applicable Sales and Service Agreement to the extent permitted by applicable law.

Nothing in this Policy is intended to exclude, restrict, or limit any right, warranty, remedy, or liability that cannot lawfully be excluded, restricted, or limited.

19. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, SPARROW AVIONICS shall not be responsible for indirect, incidental, special, exemplary, punitive, or consequential damages arising from a hardware failure, including loss of use, loss of revenue, business interruption, or other consequential losses, except to the extent such limitation is prohibited by applicable law.

Nothing in this section shall be interpreted as limiting liability that cannot legally be limited or excluded.



20. NO GUARANTEE AGAINST EXTERNAL EVENTS

The SPARROW AVIONICS Flood Early Warning System is designed to provide an additional layer of monitoring, communication, and notification capability. The hardware warranty does not constitute a guarantee that flooding, severe weather, communications failures, satellite failures, power failures, sensor failures, or other hazardous conditions will not occur.

The System's purpose is to detect, communicate, and distribute information according to its designed capabilities and the configuration established by SPARROW AVIONICS and the Customer.

21. WARRANTY CLAIM NOTICE

The Customer should notify SPARROW AVIONICS promptly after discovering a suspected hardware failure.

Failure to promptly notify SPARROW AVIONICS may delay diagnosis or replacement and may affect warranty service to the extent that the delay causes additional damage or otherwise materially affects the warranty claim.

22. ENTIRE WARRANTY POLICY

This Policy, together with the applicable Sales and Service Agreement and any referenced technical specifications, constitutes the complete warranty and hardware service arrangement between SPARROW AVIONICS and the Customer concerning the System hardware, except for additional written warranties expressly agreed to by an authorized SPARROW AVIONICS representative.

Any modification to this Policy must be in writing and authorized by SPARROW AVIONICS.

23. GOVERNING LAW

This Policy and the applicable Sales and Service Agreement shall be governed by the laws of the State of Texas, except to the extent applicable law requires otherwise.



24. CUSTOMER ACKNOWLEDGMENT

By signing the applicable Sales and Service Agreement, the Customer acknowledges that it has received and reviewed this Warranty, Repair, Replacement & Return Policy and specifically acknowledges that:

THE HARDWARE WARRANTY PERIOD IS FIVE (5) YEARS.

BATTERIES AND BATTERY REPLACEMENT ARE EXPRESSLY EXCLUDED FROM THE FIVE-YEAR HARDWARE WARRANTY.

WARRANTY SERVICE REQUIRES AUTHORIZATION FROM SPARROW AVIONICS BEFORE EQUIPMENT IS RETURNED.

AUTHORIZED WARRANTY RETURNS SHALL BE SENT TO SPARROW AVIONICS'S TYLER, TEXAS FACILITY AT 3211 COUNTY ROAD 384, TYLER, TEXAS 75708.

WHERE TECHNICALLY APPLICABLE, SPARROW AVIONICS WILL PROVIDE A REPLACEMENT UNIT PROGRAMMED TO CORRESPOND TO THE ORIGINAL UNIT'S AUTHORIZED SPECIFICATIONS AND IDENTIFIERS TO SUPPORT CONTINUITY OF PROTECTION WHILE THE ORIGINAL UNIT IS BEING SERVICED.

CUSTOMER: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

DATE: _____

SPARROW AVIONICS REPRESENTATIVE: _____

TITLE: _____

DATE: _____