



## O2 CORPORATION LIMITED THREE YEAR WARRANTY

O2 Corporation (“O2”) provides this limited three year warranty (“Limited Warranty”) to the original purchaser (“Purchaser”) of aviation products manufactured by O2 (“Product(s)”) on the following terms and conditions, which shall be deemed part of the sales transaction between the parties:

**What is covered:** O2 warrants that all Products will be free of defects in workmanship and materials for three (3) years from date of shipment of such Products to the Purchaser; provided, however, that O2 makes no warranties as to parts manufactured by third parties, and in lieu thereof, to the extent permitted by applicable law, hereby assigns to the Purchaser all of O2’s rights under any warranty, express or limited, with respect to such parts.

**What is not covered:** This Limited Warranty does not cover Products that were:

- (1) Damaged by the Purchaser, contractor or sub-contractor to the Purchaser, or any other third party;
- (2) Used in any manner for which they were not intended, including, without limitation, exposure of the Products to excessive gaseous pressures;
- (3) Altered or modified by anyone other than O2 personnel, unless expressly permitted by O2 product manuals or by written authorization from O2; or
- (4) Exposed to contaminants that would compromise the integrity of the Products.

**Notice of warranty claim:** Upon discovery of a defect in workmanship or material in a Product covered by this Limited Warranty, and as a condition precedent to coverage, the Purchaser shall immediately notify O2 of the claim, and obtain a Return Merchandise Authorization (“RMA”) number. Such Product shall then be shipped to O2 at the following address: O2 Corporation, 235 N. Washington, Wichita, KS 67202. Shipping charges must be prepaid by the Purchaser; if O2 repairs or replaces such Product under this Limited Warranty, full credit for prepaid freight will be provided by O2 to Purchaser.

**Exclusive remedy for warranty claim:** As the sole and exclusive remedy of the Purchaser with respect to the Products, O2 will repair or replace any Product that has a manufacturing defect, subject to the terms, conditions and limitations set forth in this Limited Warranty. In the event repair or replacement of the Product is not possible, the purchase price of the Product will be refunded.

**Governing Law:** This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Kansas without reference to the choice of law doctrine of such state.

**Forum Designation:** Any action or proceeding against O2 relating in any way to this Limited Warranty or the subject matter hereof shall be brought and enforced exclusively in the competent courts of Kansas, and the parties hereto consent to the exclusive jurisdiction of such courts in respect to such action or proceeding.

**THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL O2 BE LIABLE TO THE PURCHASER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF ANTICIPATED PROFITS ON ANY CLAIM OF ANY KIND RESULTING FROM PURCHASE OF THE PRODUCTS.**