



## Warranty Statement

The following is the limited warranty provided by Hughey & Phillips, LLC (“H&P”) for the goods manufactured by H&P set forth in the applicable Quote (the “Products”), except as otherwise expressly set forth in the Agreement, or, solely with respect to the applicable Products, as agreed to in a writing executed by an authorized representative of H&P.

### Limited Warranty

- (a) *What Is Covered by the Limited Warranty.* H&P warrants to original purchaser of the applicable Products (“you” or “Customer”) that at time of delivery and for the duration of the warranty period expressly set forth in paragraph (b) unless otherwise expressly set forth in the Agreement, H&P warrants that the Products will comply with applicable specifications expressly set forth in the applicable Quote or Confirmation, and if no such specifications exist, H&P’s then current published specifications for such Products and or otherwise consistent with material, substitutions, rework and repairs, and tolerances generally used by H&P, and with respect to obstruction lighting Products, if any, the applicable Federal Aviation Administration (“FAA”) specifications (collectively, the "Specifications") and are free from defects in workmanship and material, and with respect to obstruction lighting Products, if any, design.
- (b) *Duration of the Limited Warranty.* The duration of the warranty set forth in paragraph (a) shall be as follows (in each case, the “*Warranty Period*”):
- (1) for non-LED-based Products, twenty-four (24) months from the date of delivery;
  - (2) for LED-based airfield lighting Products, four (4) years from the date of delivery;
  - (3) for LED-based obstruction lighting Products, five (5) years from the date of delivery; and
  - (4) for replacement parts, (i) the remainder of the applicable original Warranty Period set forth in paragraph (b)(1), (b)(2), or (b)(3), as applicable, or (ii) one hundred twenty (120) days from the date of delivery of the replacement parts, whichever is longer.
- (c) *Customer’s Remedies.*
- (1) If, during the applicable Warranty Period, a Nonconformance with respect to any Product exists, Customer must promptly notify H&P in writing, setting forth in detail the nature of the Nonconformance (“*Customer’s Notice*”). H&P shall in no event

have any liability under or with respect to this warranty or such Product unless Customer's Notice is received by H&P within thirty (30) calendar days following the end of the applicable Warranty Period. Within a reasonable time after its receipt of Customer's Notice, H&P will use commercially reasonable efforts to correct any Nonconformance in the Product identified in Customer's Notice by furnishing new or used replacement parts. The repair of any Product, as hereinafter provided, will not extend the applicable Warranty Period. If, after a reasonable number of attempts, H&P is unable to repair any Product to conform to the warranty, H&P will provide, at its option and in exchange for the return of such Product, one of the following: (i) a replacement Product or (ii) a full refund of the applicable purchase price of the applicable Product. These remedies are Customer's exclusive remedies for breach of warranty. "Nonconformance" means a defect in workmanship or material; a failure to comply with applicable Specifications at the time of delivery. Without limitation, normal wear and tear (including but not limited to incandescent lamp failure) or the need for periodic maintenance shall not constitute a Nonconformance. In no event may any Product be returned to H&P without first obtaining a Return Authorization number from H&P. In the event a Product is returned to H&P for reasons other than H&P's breach of the warranty expressly set forth in this Warranty Statement, or without first obtaining a Return Authorization Number, or in the event a returned Product is not Nonconforming, then Customer shall promptly pay H&P an amount equal to H&P's then current applicable restocking fee. Customer shall pay the restocking fee upon demand, and H&P may deduct the amount of the restocking fee from any refund, payments, or other amounts, if any, H&P makes or otherwise owes to Customer.

- (2) Warranty service, if any, will be performed at a warranty service facility designated by H&P following its receipt of Customer's Notice. Such warranty service, including parts, labor, and the costs and expenses related to: (i) the shipment of any nonconforming or defective Products to H&P (which shall be in accordance with instructions issued by H&P following its receipt of Customer's Notice and shall not exceed normal ground shipping charges) and (ii) the shipment of replacement parts to Customer, will be at H&P's expense. All costs and expenses related to the installation of replacement parts will be at Customer's expense. The risk of loss or damage to all Products in transit shall be borne by the Party initiating the transportation of such Products.
- (3) Any action for breach of warranty must be commenced within one (1) year from the date the cause of action accrues in a state or federal court sitting in the State of Ohio. This Limited Warranty shall be interpreted in accordance with the laws of the State of Ohio, without regard to conflicts-of-laws principles and specifically excluding the provisions of the United Nations Convention on the International Sale of Goods.

(d) *What Is Not Covered by the Limited Warranty.* H&P shall not be liable under this limited warranty for any Product, component or part: (a) not manufactured by H&P (but, to the extent that H&P may lawfully do so, H&P hereby transfers and assigns to Customer any warranty given to H&P by the manufacturer of such product, component, or part), or (b) that have been exposed or subjected to (1) any maintenance, repair, installation, handling, transportation, storage, operation or use which is improper or otherwise is not in compliance with the Specifications or other H&P's instructions; or (2) any alteration, modification or repair by anyone other than H&P or those specifically authorized in writing by H&P; or (3)

any accident, contamination, foreign object damage, abuse, neglect or negligence after delivery to Customer; or (4) any damage precipitated by failure of a H&P supplied Product not under warranty or by any product not supplied by H&P; (5) damages caused by use of any Products for purposes other than those for which they were designed; or (6) damage caused by disasters, such as fire, flood, wind, and lightning; or (7) damage caused by unauthorized attachments or modifications, or (8) damage during shipment, or (9) any other abuse or misuse by Customer or its representatives. Nothing in this paragraph(f) shall be deemed in any way to modify or to broaden the limited warranty set forth in paragraph (a). No expansion of the scope of the warranty, and no extension of any applicable Warranty Period, shall be binding on H&P unless set forth in writing and signed by an authorized representative of H&P.

(e) *Limitation of Remedies.* The remedies described above are Customer's sole and exclusive remedies with respect to the Products.

(f) *Disclaimer of Warranty.* THE WARRANTIES DESCRIBED ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SHOULD THE DISCLAIMER OR EXCLUSION OF SUCH IMPLIED WARRANTIES BE PROHIBITED BY APPLICABLE LAW, SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD OF NINETY (90) DAYS FROM THE DATE OF DELIVERY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS. IN SUCH STATES, THE ABOVE LIMITATION MAY NOT APPLY.