

**Stratus ES/ESG Limited Warranty**

When purchasing Stratus ES or Stratus ESG (“Product”) manufactured by Appareo Systems, LLC (“Appareo”), the original end user (“Initial Customer”) receives a limited warranty (Limited Warranty) from Appareo. This Limited Warranty outlines the Initial Customer’s exclusive rights and remedies as relates to the Product.

The Initial Customer receives an expressed limited warranty (referred to as the “Limited Warranty”) for the Product purchased from Appareo. The terms of the Limited Warranty are explained below. Additionally, State or Provincial law may adjust the terms of the Limited Warranty, or the State or Province may impose additional obligations or additional “implied warranties.” To the extent necessary to comply with those laws, the terms of the Limited Warranty should be read to adjust to those requirements only to the extent necessary to comply with such local law.

If you are the corporation or individual installing or using the Product, 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 the Limited Warranty. If you do not agree to the terms and conditions of the Limited Warranty, you should return the Product for a full refund prior to installation.

**PRODUCT LIMITED WARRANTY**

Appareo warrants to you, the Initial Customer, that the Product will be free from defects in material and workmanship for a period of time as indicated in the chart below from the Product purchase date from Appareo or an authorized Appareo dealer, subject to the terms of this Limited Warranty. Any Implied Warranty of Merchantability or for Fitness for a Particular Purpose, if applicable to the Product, is limited in duration to the period of ownership by the Initial Customer. This provision shall **not** create any Implied Warranty or Merchantability or of Fitness for a Particular Purpose that would not otherwise apply to the Product.

<b>Product Type</b>	<b>Warranty Period</b>
For TSO Stratus ES or Stratus ESG, installed and registered by an authorized Appareo installer	<b>5 years or 2,000 flight hours</b> , whichever comes first
For Stratus ES or Stratus ESG registered by any entity other than an authorized Appareo installer	<b>18 months from the date of purchase.</b> Proof of purchase required. If not available, warranty period begins at factory ship date.
For TSO Repaired or Newly Overhauled Stratus ES or Stratus ESG	<b>6 months or 200 flight hours</b> , whichever comes first
For non-TSO Repaired or Newly Overhauled Stratus ES or Stratus ESG	<b>6 months from the date of shipment from the manufacturer</b>

This Warranty is void if any part not supplied by Appareo is used in assembly or repair of the Product, or if the Product has been altered. Appareo reserves the right to void warranty for products not registered upon installation.

**EXCLUSIVE REMEDIES UNDER LIMITED WARRANTY**

If the Product proves to be defective in material or workmanship during the Warranty Period, and all Limited Warranty requirements have been met, your exclusive remedies, and Appareo's sole obligations, are that Appareo will repair or replace the Product under this Limited Warranty.

**MAKING A LIMITED WARRANTY CLAIM ON TSO CERTIFIED TRANSPONDERS**

To make a Limited Warranty claim on your Product, you must do the following:

1. Contact the authorized Appareo Distributor that installed your TSO Certified transponder and registered your Limited Warranty. All warranty claims on TSO Certified transponders must be handled by an Appareo Distributor.
2. Provide reasonable proof of purchase (for example, a sales receipt) that establishes you as the Initial Customer (the original end-user consumer purchaser) and which provides evidence that the Product was purchased within the warranty period of the event for which you are making a claim for warranty service.
3. If applicable, Appareo will provide the Distributor with a Return Materials Authorization number and shipping information for the return of your unit.
4. Upon receipt of the returned Product, Appareo will inspect it and make a determination as to validity of the warranty claim. Appareo will respond to the Distributor within 15 days of receipt of the Product.
5. 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.
6. 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 3 attempts to contact the Distributor by phone or email for payment within 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.
7. 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.

**MAKING A LIMITED WARRANTY CLAIM ON EXPERIMENTAL TRANSPONDERS**

To make a Limited Warranty claim on your Product, you must do the following:

1. 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.
2. Provide reasonable proof of purchase (for example, a sales receipt) that establishes you as the Initial Customer (the original end-user consumer purchaser) and which provides evidence that the Product was purchased within the warranty period of the event for which you are making a claim for warranty service.
3. Appareo will provide you with a Return Materials Authorization number and shipping information for the return of your unit.
4. Upon receipt of the returned Product, Appareo will inspect it and make a determination as to validity of the warranty claim. Appareo will respond to you within 15 days of receipt of the Product.
5. 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.
6. 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 3 attempts to contact you by phone or email for payment within 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.
7. 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.

## THE LIMITED WARRANTY DOES NOT APPLY UNLESS THE INITIAL CUSTOMER:

1. Has properly operated the Product.
2. Has installed and maintained the Product properly per any installation or maintenance instructions provided.

## APPAREO DOES NOT COVER OR UNDERTAKE ANY LIABILITY IN ANY EVENT FOR ANY OF THE FOLLOWING:

1. Loss of or damage to data, records, or software or the restoration of data or records, or the reinstallation of software.
2. Damage from any circumstance described as excluded below with respect to the product.
3. Damages from fire, flood, wind, rain, rising water, leakage or breakage of plumbing, abuse, misuse or alteration of the product.

## NO DEALER WARRANTY

This is the exclusive warranty applicable to Appareo Products. No dealer has any authority to make any other warranty, modify, limit, or expand the terms of this Warranty in any fashion, or to make any representation or promise on behalf of Appareo.

## EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES

1. The sole and exclusive remedies of the Initial Customer are those provided by the Limited Warranty. Appareo excludes any liability for personal injury under the Limited Warranty. Appareo excludes any liability for direct, indirect, special, incidental or consequential damages, whether for damage to or loss of property, loss of profits, business interruption, or loss of information or data.
2. ***Danger: Do not use for medical or life support equipment or other high risk activities!***
3. Appareo does not sell their 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.
4. 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.
5. Contact Information: Appareo's address is 1830 NDSU Research Circle North, Fargo, ND 58102. Their phone number is (701) 356-2200. Appareo is the warrantor under this Limited Warranty. You may also contact Appareo on the Internet at [www.appareo.com](http://www.appareo.com).

6. **CAUTION:** Any changes or modifications not expressly approved by the warranty and/or user documentation accompanying this device could void the user's authority to operate the equipment.

## **EXPORT REGULATIONS**

Certain Appareo products are subject to export controls by the U.S. Department of Commerce (DOC), 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.