

STANDARD TERMS OF SALE AND LIMITED WARRANTY AGREEMENT

This Agreement applies to any order, purchase, receipt, delivery or use of any products and services (collectively, "purchase") from Flight Link, LLC or a Flight Link authorized reseller ("Reseller"), unless you enter into a separate written agreement with Flight Link. **THIS AGREEMENT APPLIES TO YOUR PURCHASE UNLESS YOU NOTIFY FLIGHT LINK IN WRITING THAT YOU DO NOT AGREE TO THIS AGREEMENT WITHIN 15 DAYS AFTER YOU RECEIVE THIS AGREEMENT AND YOU RETURN YOUR PRODUCT UNDER FLIGHT LINK'S REFUND POLICY. THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE. PLEASE SEE SECTION 8 BELOW.**

- 1. Payment Terms.** Advertised prices are in U.S. dollars and exclude shipping, handling and taxes unless otherwise noted. You are responsible for paying all taxes associated with your order. Flight Link may change prices without notice to you before Flight Link enters your order and may modify and substitute products and components without notice to you prior to shipping. Payment is due at the time stated in your invoice or when product is shipped unless Flight Link has extended credit to you. Amounts not paid when due bear interest at the rate of 1.5% per month (18% per annum) or the highest rate allowed under applicable law, whichever is lower. If you financed your purchase, the loan or lease transaction is between you and your lender, independent of your purchase from Flight Link, except that Flight Link may, at the request of your lender, withhold technical and warranty support and other services from you.
- 2. Shipping and Title.** Flight Link will arrange to ship products to you and cannot arrange for third party billing under carriers other than UPS and FedEx. Title to products passes to you when Flight Link delivers them to the shipper and risk of loss passes to you when the shipper delivers products to the address you designate. You must notify Flight Link of damaged or missing items from your order within 5 days after you receive your product. **In order for Flight Link to accept and warrant returned goods due to damage in shipping, the shipping carrier must be contacted by you to arrange an inspection of goods by carrier's representative.** Carrier must deem products were indeed damaged in shipping and a claim must be filed by yourself.
- 3. Return Policy.** You may return products within 10 days after you receive your product. To return products you must follow Flight Link's return procedures. Flight Link will refund the original purchase price of products minus a 15% restocking charge and an additional 5% fee for credit card orders. **SHIPPING & HANDLING FEES (INCLUDING RELATED SALES TAXES) ARE NOT REFUNDABLE. YOU ARE RESPONSIBLE FOR PRODUCTS UNTIL FLIGHT LINK RECEIVES THEM. YOU WILL BE CHARGED SHIPPING AND HANDLING OR RESTOCKING FEES TO RETURN PRODUCTS.** Returned products must be in the same condition as you received them. **THIS RETURN POLICY IS NOT A WARRANTY.**
NOTE: Flight Link will not accept for return any products you purchased from a Reseller.
- 4. Technical Support.** Flight Link will provide technical support for products at no additional charge for the life of the product for the original purchaser. Flight Link provides technical support via on-line, telephone and other methods. Flight Link may change the means through which it provides technical support at any time. Flight Link does not guarantee that software will be free from errors, either in isolation or in combination with hardware.
- 5. Product Warranty.** Flight Link warrants to the original purchaser or, for products purchased from a Reseller, to the original end-user that Flight Link-branded products will be free from defects in materials and workmanship from the date of shipment for 1 year for private/personal use and 90 days for commercial applications from the date of shipment or invoice or, if longer, the period stated in the product manual or your service package. During the warranty period, Flight Link will, at its option: (1) provide replacement parts necessary to repair the product, (2) replace the product with a comparable product, or (3) refund the amount you paid for the product, LESS DEPRECIATION, upon its return. Replacement parts or products will be new or serviceably used, comparable in function and performance to the original part or product, and warranted for the remainder of the original warranty period or, if longer, 30 days after they are shipped to you. Purchasing additional products from Flight Link does not extend your warranty period. To obtain service under this limited warranty, you must follow Flight Link's warranty procedures. You may be required to return defective items to Flight Link and charged for replacement parts or products if you fail to do so. If you purchased a product directly from Flight Link, Flight Link will arrange to ship replacement parts or products to you, and will pay the shipping costs to your location. You are responsible for return shipment charges. Customer is liable for return shipping fees. We recommend insuring all packages for replacement value and all returned in complete original packaging, as Flight Link will not warranty shipping damage upon return of units to our facility. If outside the United States, the details of your warranty service may vary as described below. **THIS LIMITED WARRANTY COVERS NORMAL USE. FLIGHT LINK DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, VIRUSES, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF FLIGHT LINK BRANDED PRODUCTS WITH OTHER PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER SOFTWARE OR NON-FLIGHT LINK BRANDED PRODUCTS. ANY WARRANTY APPLICABLE TO SOFTWARE OR NON-FLIGHT LINK BRANDED PRODUCTS IS PROVIDED BY THE ORIGINAL MANUFACTURER.**
- 6. Services and Service Warranty.** The terms of services provided to you by Flight Link consist of this Agreement and the additional terms stated in separate services descriptions provided by Flight Link. For a period of 30 days after services are performed, Flight Link warrants that services provided by it will be performed in a professional and workmanlike manner. You should back up all files before services are performed. **FLIGHT LINK IS NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA.**
- 7. Disclaimer of Warranties; Limitation of Liability.** EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, FLIGHT LINK DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE TERM OF THIS AGREEMENT. FLIGHT LINK'S AND YOUR MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST AS ALLOWED BY LAW. NEITHER YOU NOR FLIGHT LINK IS LIABLE TO THE OTHER IF YOU OR IT ARE UNABLE TO PERFORM DUE TO EVENTS YOU OR IT ARE NOT ABLE TO

CONTROL, SUCH AS ACTS OF GOD, OR FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

8. **Dispute Resolution.** You and Flight Link agree that any Dispute between You and Flight Link will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided below. You and Flight Link will agree on another arbitration forum if NAF ceases operations. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and Flight Link. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held in Chico, California USA by submission of documents, by telephone, online or in person whichever method of presentation You choose. If You prevail in the arbitration of any Dispute with Flight Link, Flight Link will reimburse You for any fees you paid to NAF in connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. **You understand that, in the absence of this provision, You would have had a right to litigate disputes through a court, including the right to litigate claims on a classwide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph.** This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* For the purposes of this provision, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof, (ii) the related order for, purchase, delivery, receipt or use of any product or service from Flight Link, or (iii) any other dispute arising out of or relating to the relationship between You and Flight Link; the term "Flight Link" means Flight Link, LLC its parents, subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, assigns, component suppliers (both hardware and software), and/or any third party who provides products or services purchased from or distributed by Flight Link; and the term "You" means you, or those in privity with you, such as family members or beneficiaries. Information may be obtained from the NAF on line at www.arb-forum.com, by calling 800-474-2371 or writing to P.O. Box 50191, Minneapolis, MN, 55405.
9. **General.** You may not assign this Agreement without Flight Link's written consent. Flight Link, LLC and its subsidiaries and affiliates are intended beneficiaries of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from Flight Link, this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of Flight Link. Any additional or altered terms attached to your order shall be null and void, unless expressly agreed to in writing by Flight Link. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement shall be interpreted under the laws of the State of California, without giving effect to conflicts of law rules.

Privacy Notice. Flight Link respects our customers' right to privacy and will take all appropriate steps to keep your personal information confidential.

For Residents of Canada:

1. This Agreement is subject to the applicable provisions of Canadian consumer protection laws that cannot be derogated from by private agreement.
2. **Shipping and Title** You must comply with all applicable export laws and regulations of Canada, the United States and other relevant countries if you export the Product outside Canada.
3. **Return Policy.** Flight Link does not accept for return any products purchased from a reseller.
4. **Language.** You confirm your request that this Agreement and all documents related directly or indirectly thereto be drafted in the English language. Vous reconnaissez avoir requis que la présente convention ainsi que tous les documents qui s'y rattachent directement ou indirectement soient rédigés en langue anglaise.

For Residents of Mexico:

1. **Shipping and Title.** You must comply with all applicable export laws and regulations of Mexico, the United States and other relevant countries if you export the Product outside Mexico.
2. **Return Policy.** Flight Link does not accept for return any products purchased from a reseller.

For All International Customers:

1. The standard warranty stated above also applies to Flight Link products shipped to a country outside the United States, *provided that* customers outside the United States and Canada are responsible for paying all freight charges incurred in shipping, importing/exporting and receiving replacement products and parts and for arranging and paying for the shipment of any defective part(s) back to the Flight Link. All international customers are responsible for all customs duties, VAT and other associated taxes and charges.

Please send correspondence about this Agreement to:

Flight Link, LLC.
275 Fairchild Avenue, 100B
Chico, California 95973 USA