



## General Terms and Conditions for Sale of Product or Services DART Aerospace Dated October 19, 2015

### ➤ **Limited Warranty:**

DART Aerospace warrants to the original customer and/or owner, that the product will be free from defects in workmanship and materials, under normal use and services for which each product is intended for the warranty periods listed below from the date of delivery. Warranty shall be granted provided the product has been transported, stored, protected, unloaded, maintained and operated strictly in accordance with the DART Aerospace's instructions and/or manuals and that no unauthorized repairs have been attempted. The DART Aerospace warranty stated herein is intended for new products and aftermarket services sold through DART Aerospace or its subsidiaries (Authorized Service Centers or Authorized Distributors).

DART Aerospace's sole obligation under this expressed warranty shall be, at DART Aerospace's option and expense, to replace the product or part of the product or to repair the product or part of the product, or if neither replacement nor repair is reasonably available, DART Aerospace at its sole discretion, to refund to the customer the original purchase price paid to DART Aerospace for the product or part of the product.

### ➤ **Limitation of Liability:**

To the full extent allowed by law, DART Aerospace also excludes for itself and its suppliers any liability, whether based on contract or tort (including negligence), for incidental, consequential, indirect losses arising out of or in connection with the sale, installation, maintenance, use, performance, failure, or interruption of this product even if DART Aerospace or its approved subsidiaries has been advised of the possibility of such damages. Dart Aerospace limits its liability to replacement, repair, or refund of the original purchase price paid, at DART Aerospace's option.

### ➤ **Warranty Periods:**

New Product Sales- The period of warranty for new product sales is One (1) calendar year from the date of delivery to the customer.

Services- The period of warranty for Repair, Overhaul, or Exchange Services is Six (6) calendar months from the date of delivery to the customer.



➤ **Exchange Services:**

The normal exchange price is as advertised unless the exchange core received is incomplete or has damage beyond other than that attributed to normal wear and tear from normal use. In this instance the customer will also be billed for labor and materials required to bring the exchange core to the required functioning level for return to service. Exchange core returns are due 28 days from date the serviceable exchange unit ships to customer; after this date, the full price of the exchange core will be invoiced.

➤ **Proof of Warranty:**

It is the customer's responsibility to show qualification evidence that the product is in warranty when the service is requested. Service performed without this evidence will be at the customer's expense, this includes shipping and handling costs as determined by DART. DART reserves the right to decide whether a return part or product is in a state of warranty.

➤ **Continued Limited Warranty After Remedy:**

Limited warranty for part(s) or product(s) coverage continues from the original date of purchase of the part(s) or product(s) covered by this limited warranty. The issuance of a new part(s) or product(s) does not constitute a new warranty period or extend the warranty of the original purchase of the warranted part(s) or product(s). The use of the repair option carries the remaining original limited warranty period or repair warranty whichever is greater (see Warranty Periods, Services, herein).

➤ **For Warranty Claim and Shipping (RMA's):**

The customer must contact DART Aerospace's Customer Service Department for disposition and Return Material Authorization (RMA) number prior to retuning any product to a DART facility for service, exchange, or repair. The customer will be responsible for shipping costs to and from DART Aerospace or to one of its authorized service centers without this prior approval or if shipped to an incorrect Dart facility. For authorized warranty returns, DART will pay shipping and return shipping costs. The issued RMA is valid for 30 days. If the product is not returned to DART within 30 days, the RMA shall become void and the customer must request a new RMA number.

➤ **Packaging Policy, Customer Responsibility:**

Safety and Regulatory standards should be followed by the customer when returning products to DART. Damage to the product resulting from improper packaging or identification are the responsibility of the customer. Packing labels and original containers shall be used to return products whenever possible.



Returns must be clearly marked on the outside of the package with the Return Material Authorization (RMA) number and the contents of the shipment.

Returns determined to be in serviceable condition after inspection and/or testing may be subject to a functional test fee. Routine inspections and services are not covered by warranty unless otherwise agreed upon as an addendum to the original purchase of the product.

Upon receipt, DART will evaluate product and will notify the customer of the final disposition of the product with respect to warranty.

➤ **Return Contact Information:**

Emergency Flotation Equipment:

Tel: 1 760-691-6386

Email: [support.CA@dartaero.com](mailto:support.CA@dartaero.com)

Tools, Hooks & Long Lines:

Tel: 1 541-520-2909

Email: [support.OR@dartaero.com](mailto:support.OR@dartaero.com)

All Other Products:

Tel: 1 613-676-0992

Email: [support.ON@dartaero.com](mailto:support.ON@dartaero.com)

The customer acknowledges that, by requesting services, they agree to the terms and conditions of this limited warranty, including the disclaimer and limited liability provisions stated herein.

DART Aerospace reserves the right to change, at any time and without prior notice, any of its service programs or service methods.