

## Federal Equipment Company & FEC Heliports

Effective Date: October, 9<sup>th</sup> 2013 per FEC job# 20372

This warranty is provided by FEC Heliports, a division of Federal Equipment Company (FEC), for each "product" and "system" furnished to our Customer. For the purposes of this warranty, "system" means individually "the Helipad" or any other "Equipment System" furnished by FEC. Exceptions would include "wearable" or replacement parts that have a limited life cycle (ie light bulbs). There are no warranties, which extend beyond the description on the face hereof.

1. Warranty Period: FEC warrants our manufactured products and installed systems for 12 months. For parts this period is from date of customer receipt. For installed systems, this warranty period shall run from the earlier of the following events: (a) written acceptance of the system; (b) if FEC is not installing the system, 15 days after delivery; (c) if FEC is installing the system, 15 days after FEC's notice that it has substantially completed installation; or (d) commencement of beneficial use of the system. FEC warrants that from the start of the warranty period and for the following 12 months, the system will be free from defects in workmanship and materials if the system is properly used and maintained by the Customer.

2a. Product Warranty: FEC will repair or replace any parts that FEC determines are defective during the warranty period. At its option, FEC will: (a) provide a replacement part (b) provide replacement parts to the Customer necessary for the Customer to repair the defective part; (c) furnish a comparable part at FEC's discretion. If a part is replaced under this warranty, such repaired or replaced parts or components will be individually warranted for the balance of the warranty period; replacement of defective parts or components of the system does not extend the warranty period. Furthermore, if specific parts or components require servicing, FEC will provide such servicing at FEC's facility, after the Customer ships such parts to FEC's facility, as discussed below. Part Repair services are not provided at the Customer's location. Furthermore, FEC will provide technical support for the item during the warranty period. "Technical support" involves assisting the Customer in basic installation and/or configuration of the parts to our recommendations that will allow for this warranty to be valid.

2b. System Warranty: FEC will repair or replace any parts or components of the system that FEC determines are defective during the warranty period. At its option, FEC will: (a) provide replacement parts to the Customer necessary for the Customer to repair the system; (b) if the defect concerns more than one part, FEC may furnish a replacement or an entire component of the system with comparable parts at FEC's discretion. If a part or a component of the system is replaced under this warranty, such repaired or replaced parts or components will be individually warranted for the balance of the warranty period; replacement of defective parts or components of the system does not extend the warranty period. Furthermore, if specific parts or components of the system require servicing, FEC will provide such servicing at FEC's facility, after the Customer ships such parts to FEC's facility, as discussed below. Repair services normally are not provided at the Customer's location. However, if in FEC's discretion, FEC determines that local repair services are required, FEC will provide such services on-site at the Customer's location. Furthermore, FEC will provide technical support for the system during the warranty period. "Technical support" involves assisting the Customer in resetting the system and factory-installed settings and restoring them to the original factory or in-field configuration.

3. Customer's Obligations: The Customer shall notify FEC of any defects or problems with a part or system within 30 days of the date that the defects or problems were discovered or should have been discovered; failure to notify FEC within this 30-day period shall nullify the warranty regarding that defect or problem. In addition, all Customer notifications of defects or problems must occur within the warranty period. The Customer shall assist FEC in diagnosing the defect or problem with the system and shall follow FEC's instructions for any claim made under this warranty. Warranty service is provided only on a return basis to FEC's facility. If FEC directs that a part or a component of the system be shipped to FEC for repair, replacement, or servicing, the Customer shall ship such parts or components to FEC within 7 days. The Customer shall pay return freight to FEC; FEC will pay for delivery of repair or replacement parts or components to the Customer. The Customer shall return no parts or components to FEC without prior return authorization from FEC. If FEC provides Customer with replacement parts or components before the defective ones are returned to FEC, then Customer must return the defective parts or components so that they are received at FEC's facility within 7 days of the date that FEC delivers the replacements to Customer's location; failure to return the defective parts or components within this period will entitle FEC to charge Customer for the replacements. All costs of removal and installation or reinstallation of parts or components, whether defective or not, including installation of replacements parts or components furnished by FEC, shall be paid by the Customer. If the Customer undertakes any repair of a defect or problem on its own without direction to do so by FEC, the Customer shall pay the full costs of such repair and FEC shall have no liability therefore.

4. Maintenance: The Customer is responsible for preventive and routine maintenance. If under paragraph 2, FEC travels to the Customer's location and determines either that the parts or components failed because of improper maintenance or that the problem or defect was remedied undertaking a maintenance action, then FEC will bill the Customer for FEC's time, material, and expenses. In such circumstances, the Customer shall pay for FEC's time, material, and expenses, or the warranty will become null and void.

5. Extension of Warranty: The warranty period set forth in paragraph 1 shall not be extended for any reason, unless FEC extends such warranty in writing. If the underlying Agreement or Contract contains a written provision calling for a longer warranty period, then all portions of this warranty shall remain in effect, except that "12 months" in paragraph 1 will be substituted with the longer warranty period.

6. Discrete Warranty Claim: When the system returns to normal operation for a 30-day period following action by FEC and the Customer under this warranty, the defect or problem shall be considered resolved. If the Customer notifies FEC of the same or of a similar defect or problem at a later date, such defect or problem shall be considered a new, discrete warranty claim. When FEC and the Customer remedy the defect or problem for this new, discrete warranty claim as evidenced by 30 days of normal operation following warranty action, the new defect or problem also shall be considered resolved. Multiple warranty claims for the same or similar defect or problem shall not be construed as a single, on-going warranty claim, and the existence of such multiple warranty claims shall not be used as a basis for the Customer seeking warranty service beyond the warranty period set forth in paragraph 1. Any defect or problem, which is resolved prior to expiration of the warranty period, shall require no further action by FEC under this warranty.

7. DISCLAIMER OF OTHER WARRANTIES: THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER MUST GIVE WRITTEN NOTICE TO FEC OF ANY DEFECTS WITHIN 30 DAYS FROM THE DATE THAT SUCH DEFECTS WERE DISCOVERED OR SHOULD HAVE BEEN DISCOVERED. FAILURE BY CUSTOMER TO GIVE SUCH WRITTEN NOTICE TO FEC OF DEFECTS WILL CONSTITUTE A WAIVER BY CUSTOMER OF ALL CLAIMS OR WARRANTY REMEDIES FOR SAID DEFECTS.

8. LIMITATION OF LIABILITY: THE CUSTOMER AGREES THAT IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF LEGAL ACTION OR THE THEORY OF RECOVERY, WILL FEC OR ITS SUBCONTRACTORS OR AFFILIATES BE LIABLE FOR (I) CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, COSTS ASSOCIATED WITH ADDITIONAL LABOR OR MAINTENANCE COSTS TO KEEPING A SYSTEM OPERATING, LOSS OF USE OF A SYSTEM OR ANY OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE PARTS OR COMPONENTS FOR THE SYSTEM, COST OF SUBSTITUTE FACILITIES OR SERVICES, DOWNTIME COSTS OR CLAIMS OF CUSTOMER'S CLIENTS FOR SUCH DAMAGES, NOR (II) ANY LOSSES OR DAMAGES UNDER ANY CLAIM OF ANY KIND, IN EXCESS OF THE PURCHASE PRICE ACTUALLY PAID TO FEC FOR THE ITEMS OR SYSTEM WHICH GIVES RISE TO THE CLAIM. ALL SUCH LIABILITY WILL TERMINATE WITHIN 12 MONTHS FROM THE BEGINNING OF THE WARRANTY PERIOD, AS PROVIDED IN PARAGRAPH 1. FOR THE PURPOSES OF THIS PARAGRAPH, "PURCHASE PRICE ACTUALLY PAID TO FEC FOR THE ITEM OR SYSTEM" SHALL MEAN THE PURCHASE PRICE OF THE SPECIFIC ITEM OR SYSTEM WHICH IS THE SUBJECT OF THE WARRANTY CLAIM AND WHICH HAS ITS PRICE SET FORTH SEPARATELY IN THE CONTRACT OR AGREEMENT, OR IN FEC'S QUOTATION WHICH LED TO THE CONTRACT OR AGREEMENT. FOR THE PURPOSES OF THIS PARAGRAPH, "PURCHASE PRICE ACTUALLY PAID TO FEC FOR THE ITEM OR SYSTEM" SHALL NOT MEAN THE ENTIRE PURCHASE PRICE FOR THE ORDER AND ALL OTHER ITEMS BEING FURNISHED WITH THE ORDER, UNLESS THERE IS NO SEPARATE PRICING FOR OTHER ITEMS EITHER IN THE CONTRACT OR AGREEMENT OR IN FEC'S QUOTATION.

9. Governing Law: Notwithstanding any other provision in the Contract or Agreement, this warranty will be interpreted construed and governed according to the laws of the State of Ohio, without giving effect to conflicts of law rules, and any actions arising under this warranty will be venued only before an Ohio Court in Hamilton County, Ohio or, in case of a Federal court, in the Southern District of Ohio.

10. Other Warranty Provisions: Customer may not assign this Warranty to any other person or business entity, including a successor in interest to the Customer, without FEC's written consent. If there is any inconsistency between this Warranty and any other provision in the Contract or Agreement (other than the length of the warranty period as discussed in paragraph 5), this Warranty shall govern. This Warranty may not be modified, altered or amended without the written agreement of FEC. Any additional or altered terms attached to the Customer's order shall be null and void, unless FEC expressly agrees to such terms in writing. If any term of this Warranty is later ruled to be illegal or unenforceable by a court or other controlling body, the legality and enforceability of the remaining provisions shall not be affected or impaired.

END

FEC Document W-122, Rev 4

Signed by \_\_\_\_\_

Date \_\_\_\_\_