

Reference

For Air System's Complete Terms and Conditions, please visit www.airsystems.com

Warranty

(a) Air Systems warrants the Goods to the original Buyer against defects in workmanship or materials under normal use in accordance with Air Systems' written instructions for the following time periods from the date of purchase: (i) electrical parts and systems and electronic components - ninety (90) days; (ii) airline monitors and carbon monoxide sensors - two (2) years; (iii) oxygen sensors and batteries - one (1) year; (iv) area light heads - lifetime warranty (to the original Buyer); and (v) all other Goods - one (1) year. Buyer's exclusive remedy for breach of this warranty will be the repair or replacement, at Air Systems' option, of any part, component or item described in this Section 10 determined by Air Systems to be defective in material or workmanship. Air leaks are not covered under warranty except when due from a defective system component, i.e. an on/off valve or regulator or upon initial delivery due to poor workmanship. Minor air leaks are part of routine maintenance and service and are the responsibility of Buyer and are treated as filter and oil changes, which are also not covered by warranty. With respect to any services set forth in the Confirmation, Air Systems warrants the services will be performed in a good and workmanlike manner.

(b) EXCEPT AS SET FORTH IN SECTION ABOVE, GOODS ARE PROVIDED ON AN "AS IS" BASIS AND AIR SYSTEMS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS, ORAL, IMPLIED OR STATUTORY, WITH RESPECT TO THE GOODS OR SERVICES, AND AIR SYSTEMS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF QUALITY, COMPLETENESS, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE.

Acceptance of Goods

Buyer shall inspect and accept or reject the Goods immediately upon receipt and shall have 10 business days thereafter to give written notice to Air Systems of any claim that the Goods are of insufficient quantity, do not conform to the agreed upon terms and/or that contain material defects. If Buyer fails to give such notice, the Goods shall be deemed to conform to the Agreement and Buyer shall be deemed to have accepted the Goods. Buyer expressly waives any rights it may have otherwise had after expiration of such 10-day period to revoke acceptance or claim breach of warranty with respect to any material defects that could have been discovered with reasonable diligence upon inspection.

Custom Products

Custom Products are manufactured to a customer's specific use and application that must be approved by the customer in writing before manufacturing begins. **Custom products, once approved by the customer and a valid purchase order received by Air Systems, are non-cancelable and the finished product cannot be returned to Air Systems for credit.**

Merchandise Returns

Standard catalog goods may be returned to Air Systems by the original Buyer within ninety (90) days after date of purchase in accordance with these General Terms. **No Goods can be returned without prior factory authorization and return freight must be prepaid by Buyer.** Returned Goods must be unused and in new condition in order to receive credit. Buyer must call Repair Service Dept. at 757-424-3967 or toll-free at 1-800-866-8100 to obtain a return authorization (RA) form and number for use as its return merchandise packing slip.

A minimum restocking charge of 15% may be assessed for all returned equipment.

Use of Names, Pictures and Logos

Buyer shall not use the name, pictures, logo, or other marks of Air Systems, or any abbreviation thereof in any manner, including, but not limited to, advertising, trade display, or public statement, or for any commercial purpose without the prior written consent of Air Systems, which consent may be withheld in Air Systems' sole discretion for any or no reason.