

Avidyne Overview & Pricing

AeroPlan® Extended Warranty Service

Introducing AeroPlan Extended Warranty Service

Avidyne is committed to supporting its products for the long term and over the years we have worked hard to keep costs down for owners. AeroPlan, our new high-value extended warranty program, is an important step toward enhancing your Avidyne ownership experience and to reducing your long term cost. Owners have the choice of purchasing one, two or three year plans that are designed to significantly reduce their cost of ownership over the life of the product(s).

AeroPlan Extended Warranty Service Pricing

Avidyne's AeroPlan Extended Warranty Service offers Avidyne owners a high level of support over the life of their aircraft.

AeroPlan Service Renewal

AeroPlan offers peace of mind while providing a lower fixed cost and ensures our ability to support the products well into the future. In order to maintain the benefits of AeroPlan and the reduced renewal plan pricing, owners must maintain continuous *AeroPlan* coverage. The IFD540, IFD440, AXP340, and AMX240 are not eligible for purchase after the original warranty or AeroPlan warranty has expired.

AeroPlan Extended Warranty Service Pricing

<u>Avidyne CNS AeroPlan Service</u>	<i>1 Year</i>	<i>2 Year</i>	<i>3 Year</i>
<i>IFD540 Plan Renewal</i>	<i>\$750</i>	<i>\$1,000</i>	<i>\$1,500</i>
<i>IFD440 Plan Renewal</i>	<i>\$750</i>	<i>\$1,000</i>	<i>\$1,500</i>
<i>AMX240 Plan Renewal</i>	<i>\$350</i>	<i>\$500</i>	<i>\$750</i>
<i>AXP340 Plan Renewal</i>	<i>\$500</i>	<i>\$750</i>	<i>\$1,000</i>

Avidyne Overview of AeroPlan Extended Warranty Service Plan:

Benefit	Coverage
Platinum Advanced Exchange ¹	<ul style="list-style-type: none"> All CNS Products under an AeroPlan Extended Warranty are eligible for Platinum Advance Exchange Coverage of reasonable dealer removal, installation and calibration costs³ Shipping replacement product prior to Avidyne's receipt of returned product.² There is a flat rate fee of \$400 to cover expedition on all Advanced Exchanges
Platinum Exchange ¹	<ul style="list-style-type: none"> Avidyne CNS products under an AeroPlan Extended Warranty are eligible for Platinum Exchange service Coverage of reasonable dealer removal, installation and calibration costs³ Shipping replacement product within 2 business days of Avidyne's receipt of returned product 2nd Day shipping is paid by Avidyne (Continental United States only)
Product Repair Service	<ul style="list-style-type: none"> Priority repair of covered products Coverage of reasonable dealer removal, installation and calibration costs³ Outbound 2nd Day shipping is paid by Avidyne (Continental United States only)

* Avidyne's AeroPlan Extended Warranty Service Plans does not cover replacement of the bezel and glass hardware for Avidyne products. There is \$1,500 (IFD540/IFD440) charge for this service and any exchange replacements with aftermarket screen protectors, scratches, excessive wear, or damage to the glass and/or bezel will automatically be subject to this fee.

1. Platinum Advanced Exchange and Platinum Exchange are subject to inventory availability.
2. Advanced Exchange Product requests must be approved prior to 1pm EST to meet the same day shipment window.
3. Reasonable removal, installation and calibration charges are defined in the then current Avidyne Service Pricing Matrix.

Additional Fees Not Covered Under AeroPlan

Service	List Price
IFD540 Glass and Bezel Restoration	\$1,500
Hidden Damage Inspection ¹	\$750
No Trouble Found (NTF) Fee	\$750
Advanced Exchange Service	\$400

1. Products returned with physical damage or warranty seals tampered with are automatically subjected to this fee.

AeroPlan Extended Warranty Service Terms and Conditions:

1. To receive the benefit of *AeroPlan* aircraft owners must have signed the AVIDYNE WAIVER, RELEASE AND INDEMNIFICATION. To be clear, if you do not elect the *AeroPlan* option, then you do not receive the extended warranty and the terms of the AVIDYNE WAIVER, RELEASE AND INDEMNIFICATION do not apply.
2. If there are multiple operators of the aircraft with *AeroPlan* coverage, Avidyne requests that each operator complete and sign a copy of the attached AVIDYNE WAIVER, RELEASE AND INDEMNIFICATION.
3. The terms and conditions of *AeroPlan* supersede all previous warranty agreements you may have had with Avidyne.
4. Platinum Advanced Exchange Service will only be made available after Avidyne Technical Support has been contacted by your Avidyne distributor and reasonable troubleshooting has occurred.
5. Products found to be defective will be repaired or replaced at the sole discretion of Avidyne.
6. All repairs are warranted for a period of ninety (90) days or for the remainder of the *AeroPlan* Extended Warranty, whichever is longer.
7. Platinum Advanced Exchange Service is available only through authorized Avidyne Distributors who are in "good standing" with Avidyne. There is a fee for the Advanced Exchange Service.
8. Additional charges may apply for products that have been subject to excessive wear and tear. *AeroPlan* does not cover replacement of the bezel and glass hardware.
9. Avidyne will use reasonable efforts to repair and ship products back to the authorized Avidyne Distributor within 10 business days from receipt of product.
10. Avidyne will pay for reasonable removal, re-installation and calibration charges as defined in the then approved Avidyne service pricing matrix when service is performed by an Avidyne authorized service center.
11. In the event that we are unable to find anything wrong with your product and determine it to be fully operative, an inspection and recertification fee will apply, regardless of warranty status.
12. *AeroPlan* will auto renew unless we are notified prior to expiration of existing coverage period.
13. *AeroPlan* is transferable upon notification to Avidyne within thirty (30) days of aircraft sale and the execution of the AVIDYNE WAIVER, RELEASE AND INDEMNIFICATION by the new owner. There is a nonrefundable fee to transfer *AeroPlan*.
14. *AeroPlan* does not cover shipping, customs, or duty fees for international shipments.
15. *AeroPlan* does not provide coverage for new product features through hardware or software upgrades.
16. If the Avidyne products covered under *AeroPlan* are sold outside or apart from the sale of the aircraft in which they were installed, all warranties and *AeroPlan* are null and void and no reimbursement will be made for the remaining period of the plan.
17. Product returned with the warranty seals tampered with or broken will result in a hidden damage inspection fee and may void any remaining warranty.
18. Any exchanged display returned with an unauthorized aftermarket screen protector will result in a fee to replace the glass and bezel.
19. Avidyne only provides warranty or *AeroPlan* coverage for Avidyne products sold, installed, serviced, or removed by an authorized Avidyne Distributor.
20. Avidyne is not responsible or liable for loss of use, loss of revenue or profit, or expenses associated with maintenance events.
21. *AeroPlan* does not cover damage or changes to the product as a result of misuse or treatment resulting in physical, cosmetic, or surface damages.
22. *AeroPlan* does not cover damage as a result of accidents, fire, liquids, chemicals, other substances, flooding, excessive vibration, excessive heat, improper ventilation, power surges, excess or incorrect supply or input voltage, radiation, electrostatic discharges including lightning, or other external forces and impacts.
23. You are advised that accepting your offer for *AeroPlan* coverage that your legal rights are impacted as fully described in the AVIDYNE WAIVER, RELEASE AND INDEMNIFICATION.
24. For the contract to remain active, you must maintain the product as specified in Avidyne manuals and documents provided with the product. You promise full cooperation with Avidyne and the authorized service centers in providing warranty service under this program.
25. The invalidity or unenforceability of any provision of this contract shall not affect the validity or enforceability of any other provision hereof. If any of the covenants or agreements in this contract are determined to be unenforceable, then the parties agree that all other terms are to remain in full force and effect.
26. Exclusions from service. The contract does not cover damage resulting from:
 - a. Use of the product(s) in a manner other than normal use and operation in accordance with Avidyne's specifications and instructions for use, lack of Avidyne-specified regular maintenance, improper equipment modifications and improper installation.
 - b. Theft, negligence, accident and subsequent damage, misuse or abuse.
 - c. Unauthorized alterations or repairs by third parties.
 - d. Damage to the Product caused by natural disasters, weather, or other equipment installed on the aircraft.
27. You may cancel your selection of *AeroPlan* for a period of thirty (30) days from the execution of this agreement by sending a written cancellation request to Avidyne at: warranty@avidyne.com, provided you have not used any of the benefits of *AeroPlan* program.

 Signature _____ Date _____ Name (Printed) _____

AVIDYNE WAIVER, RELEASE AND INDEMNIFICATION

THIS DOCUMENT IMPACTS YOUR LEGAL RIGHTS

READ ENTIRE DOCUMENT BEFORE SIGNING

I, _____, IN SIGNING THIS DOCUMENT, STATE THAT I HAVE READ AND THAT I AGREE TO THE FOLLOWING TERMS:

(1). THIS AGREEMENT AND THE *AEROPLAN* EXTENDED WRITTEN WARRANTY ATTACHED TO THIS AGREEMENT AND PROVIDED BY AVIDYNE CORPORATION FOR ITS AVIATION PRODUCTS ARE EXCLUSIVE OF AND IN SUBSTITUTION FOR ANY OTHER REMEDY AVAILABLE UNDER THE LAW. I UNDERSTAND MY REMEDY ARISING OUT OF OR RELATED TO USE OF AVIDYNE AVIATION PRODUCTS FOR THE LIFE OF THE PRODUCT IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT TO BE DETERMINED IN AVIDYNE'S SOLE DISCRETION. I HEREBY AGREE TO WAIVE, RELEASE, DISCLAIM AND RENOUNCE ANY OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS AGAINST AVIDYNE CORPORATION AND ITS OFFICERS, DIRECTORS, SUCCESSORS, ASSIGNS, INSURANCE COMPANIES, AGENTS, EMPLOYEES AND AFFILIATES (THE RELEASED PARTIES).

(2). I HEREBY RELEASE AVIDYNE CORPORATION AND THE OTHER RELEASED PARTIES FROM ANY AND ALL LIABILITY, LOSS, INJURY, DAMAGE, COSTS, CLAIMS AND/OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO ALL CLAIMS FOR BODILY INJURIES AND PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE USE OF SAID AVIATION PRODUCTS AND THE USE OF THE AIRCRAFT IN WHICH THE PRODUCT IS INSTALLED, WHETHER IN STRICT LIABILITY OR IN TORT, REGARDLESS OF HOW SUCH INJURY, DAMAGE OR LOSS MAY ARISE AND REGARDLESS OF WHETHER THE INJURY, DAMAGE OR LOSS IS OCCASIONED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENCE OR FAULT OF ANY ONE OR MORE OF THE RELEASED PARTIES. NOTWITHSTANDING THE ABOVE, THIS PROVISION (2) SHALL NOT APPLY IF THE NATIONAL TRANSPORTATION SAFETY BOARD DETERMINES THAT A DEFECT IN AVIDYNE'S AVIATION PRODUCT WAS THE PROBABLE CAUSE OF THE ACCIDENT OR INCIDENT. ALL OTHER PROVISIONS OF THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

(3). AVIDYNE CORPORATION AND THE RELEASED PARTIES WILL HAVE NO OBLIGATION OR LIABILITY WHATSOEVER, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF AVIDYNE), STRICT LIABILITY, OR OTHERWISE, FOR ANY INCIDENTAL, CONSEQUENTIAL, GENERAL OR SPECIAL DAMAGES.

(4). IF THE NATIONAL TRANSPORTATION SAFETY BOARD DETERMINES THAT THE PILOT (THE PERSON OPERATING THE AIRCRAFT EQUIPPED WITH AVIDYNE AVIATION PRODUCTS, HERINAFTER "PILOT") WAS THE PROBABLE CAUSE OF AN ACCIDENT OR INCIDENT, AND PROVIDED THE ACCIDENT OR INCIDENT OCCURRED WHILE I HAD AN OWNERSHIP INTEREST IN THE ACCIDENT OR INCIDENT AIRCRAFT EQUIPPED WITH THE AVIDYNE AVIATION PRODUCTS, I WILL INDEMNIFY AND HOLD HARMLESS AVIDYNE CORPORATION AND THE RELEASED PARTIES FROM AND AGAINST ALL CLAIMS REFERRED TO IN THE PRECEDING PARAGRAPHS, AND PAY THE COSTS OF DEFENDING SUCH CLAIMS (INCLUDING ATTORNEY'S FEES), REGARDLESS OF WHETHER THE ALLEGED INJURY, DAMAGE OR LOSS IS OCCASIONED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENCE OR FAULT OF ANY ONE OR MORE OF THE RELEASED PARTIES. THIS CLAUSE WILL NOT APPLY TO THE PERSON SIGNING THIS AGREEMENT PROVIDED THAT PERSON WAS NOT THE PILOT AND THE PILOT SIGNED AN AVIDYNE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT.

(5). THE LAW OF THE STATE OF DELAWARE SHALL GOVERN THE CONSTRUCTION AND ENFORCEMENT OF THIS AGREEMENT, AS WELL AS ALL ASPECTS OF THE PARTIES' RELATIONSHIPS AND ANY DISPUTES THAT MAY ARISE BETWEEN THEM. ANY AND ALL DISPUTES OR CLAIMS THAT I OR MY HEIRS AND ASSIGNS MAY ASSERT AGAINST AVIDYNE CORPORATION SHALL BE SUBMITTED TO BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION WITHIN THE STATE OF DELAWARE.

(6). THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THIS CONTRACT SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION HEREOF. IF ANY OF THE COVENANTS OR AGREEMENTS IN THIS CONTRACT ARE DETERMINED TO BE UNENFORCEABLE, THEN THE PARTIES AGREE THAT ALL OTHER TERMS ARE TO REMAIN IN FULL FORCE AND EFFECT.

(7). THIS AGREEMENT IDENTIFIED AS AVIDYNE WAIVER, RELEASE AND INDEMNIFICATION REV05-A SUPERSEDES AND REPLACES PRIOR VERSIONS OF THE AGREEMENT.



Signature _____ Date _____ Name (Printed) _____