

***AeroPlan*[™] Extended Warranty Service for Release 9 Equipped Aircraft**

***AeroPlan*[™] Extended Warranty Service**

Please read this document carefully as certain terms and conditions may have changed.

Avidyne is committed to supporting its products for the long term and over the years we have worked hard to keep costs down for you. *AeroPlan*[™], our high-value extended warranty program, is an important step toward enhancing your Avidyne ownership experience and to reducing your long term cost. When your aircraft has a post-warranty maintenance event, it can be inconvenient and costly. *AeroPlan*[™] is the best way to ensure that you have peace of mind and proper coverage against unforeseen repairs. *AeroPlan*[™] saves you even more money while ensuring long-term protection for your avionics investment. **Please read this document carefully as certain terms and conditions may have changed.**

Existing FlexCare[™] Owners

Current Release 9 FlexCare[™] owners can elect to remain under their current plan. However, once your current FlexCare[™] plan expires you will not have the option to renew FlexCare[™]. If you wish to continue extended warranty coverage, you can elect do so with *AeroPlan*[™].

***AeroPlan*[™] Extended Warranty Service Plan Pricing**

Owners have the choice of purchasing one, two, or three-year plans that are designed to significantly reduce your cost of ownership. In order to maintain the benefits of *AeroPlan*[™] and the reduced renewal plan pricing, owners must maintain continuous *AeroPlan*[™] coverage.

For *Release 9* owners currently out of warranty, buy-in pricing varies depending on whether your system is fully functioning at time of enrollment.

Avidyne Products covered by AeroPlan[™] Extended Warranty for Release 9 Equipped Aircraft

2 Display Release 9: Both IFDs, IFD Blades, Keyboard, both Magnetometers and DFC100 Autopilot if installed.

3 Display Release 9: All three IFDs, IFD Blades, Keyboard, both Magnetometers and DFC100 Autopilot if installed.

Items not covered by AeroPlan™ Extended Warranty

Failures within 60 days of the date of a new Agreement.

Moritz DAU or SIU

Labor charges for the removal, replacement and calibration of repaired or exchanged products.

Fees for exchange, advance exchange or expedited repair service.

Optional software or hardware upgrades and new feature upgrades.

Damage to the glass, bezel, keyboard display (orange spots caused by impact damage) or other components.

Scheduled maintenance as defined in document AVIFD-016 current revision section 5. AVIFD-016 is available for review upon request. Contact Avidyne Technical Support a current copy of AVIFD-016 at techsupp@avidyne.com or by telephone at +1-723-7592 outside the U.S.A. or 1-888-723-7592 inside the U.S.A.

Additional charges may apply for products that have been subjected to excessive wear and tear.

No Trouble Found. In the event that we are unable to find anything wrong with a product returned for repair and find it to be fully operative an inspection and recertification fee will apply.

Products returned with physical damage or evidence of tampering with warranty seals are subject to a hidden damage inspection fee.

**AeroPlan™ Extended Warranty Service
for Release 9 Equipped Aircraft***

AeroPlan™ Pricing

<u>2 Display Release 9</u> AeroPlan™ Service	1 Year	2 Year	3 Year
Plan Renewal	\$1,750	\$3,325	\$4,750
New Coverage (No repairs within 60 day grace period)	\$2,750	\$4,325	\$5,750
New Coverage with Display Repair Needed (IFD)	\$4,525	\$6,100	\$7,500
New Coverage with Component Repair Needed (DFC100 or Magnetometer)	\$4,225	\$5,800	\$7,200
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<u>3 Display Release 9</u> AeroPlan™ Service	1 Year	2 Year	3 Year
Plan Renewal	\$2,625	\$4,900	\$7,000
New Coverage (No repairs within 60 day grace period)	\$4,125	\$6,500	\$8,625
New Coverage with Display Repair Needed (IFD)	\$6,800	\$9,150	\$11,250
New Coverage with Component Repair Needed (IFD Blade(s), Keyboard, DFC100 or Magnetometer)	\$6,350	\$8,700	\$10,800

* - see specification of items covered and not covered under this warranty contained elsewhere in this document.

AeroPlan™ Extended Warranty Service for Release 9 Equipped Aircraft

Additional Fees Not Covered Under AeroPlan™

Service	List Price
Release 9 Glass and Bezel Restoration	\$2,000
Hidden Damage Inspection ¹	\$750
No Trouble Found (NTF) Fee	\$750
Advanced Exchange Service ²	\$400

1. Products returned with physical damage or warranty seals tampered with are automatically subjected to this fee.
2. Advanced Exchange Product requests must be approved prior to 1pm EST to meet the same day shipment window. Advanced Exchange and Exchange are subject to inventory availability. Fees for Advanced Exchange Service are not covered by the AeroPlan™ Extended Warranty.

Out of Warranty Repair Pricing

Release 9 Out of Warranty Pricing

Repair & Return or Exchange	Effective 01-11-2016
IFD5000	\$6,900
IFD Blade, Keyboard & Magnetometer	\$4,900
DFC100	\$4,900
Advance Exchange	Effective 01-11-2016
IFD5000	\$8,500
IFD Blade, Keyboard & Magnetometer	\$6,500
DFC100	\$6,500

AeroPlan™ Extended Warranty Service for Release 9 Equipped Aircraft

Owner Name:			
Contact Name (if different from above):			
Street Address:			
City:	State:	Zip:	Country:
E-mail Address:		Phone:	
Aircraft Make/Model:		Tail #:	Serial #:
Is aircraft used for flight training? <input type="checkbox"/> Yes <input type="checkbox"/> No			

List all authorized pilots and principal owners (required) Use additional sheets as necessary.

Pilot Name:	Phone:	Country:	
Address:	City:	State:	Zip:
Pilot Name:	Phone:	Country:	
Address:	City:	State:	Zip:
Pilot Name:	Phone:	Country:	
Address:	City:	State:	Zip:
Pilot Name:	Phone:	Country:	
Address:	City:	State:	Zip:

AeroPlan Extended Warranty Purchase

<input type="checkbox"/> Release 9 2-Display	<input type="checkbox"/> Release 9 3-Display	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 2 Year	<input type="checkbox"/> 3 Year
<input type="checkbox"/> Renewal Plan*	Warranty Start Date:			
<input type="checkbox"/> New Coverage	Warranty Start Date:	<input type="checkbox"/> With Display Repair	<input type="checkbox"/> With Component Repair	
List all applicable Avidyne serial numbers below:				
IFD #1 SN:	IFD#2 SN:	IFD#3 SN:		
DFC100 SN:				
Magnetometer #1 SN:		Magnetometer #2 SN:		

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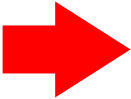
Owner Name: _____ **Tail #:** _____

----- **Credit Card Authorization** -----

Name on Credit Card:			Billing Address (if different from above)
<input type="checkbox"/> VISA	<input type="checkbox"/> Master Card	<input type="checkbox"/> AMEX	Street Address
Card #			City/Town:
Expiration Date (mm/yyyy)			State/Zip:
Security Code (CVV):			Billing Phone #

The above information is accurate and complete and I authorize you to charge my credit card for the amount shown below.

Amount to Charge: \$ _____



Signature _____ **Date** _____ **Name (Printed)** _____

I have read and agree to the terms and conditions of this agreement.

Additional *AeroPlan*™ Extended Warranty Service Terms and Conditions:

1. To receive the benefit of *AeroPlan*™ and in exchange for the reduced pricing, aircraft owners must sign the attached AVIDYNE WAIVER, RELEASE AND INDEMNIFICATION.
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 this *AeroPlan*™ agreement supersede all previous warranty agreements with Avidyne. Please read this entire document carefully since certain terms and conditions may have changed.
4. Products found to be defective will be repaired or replaced at the sole discretion of Avidyne.
5. All repairs are warranted for a period of ninety (90) days or for the remainder of the *AeroPlan*™ Extended Warranty, whichever is longer.
6. Advanced Exchange and Exchange Services are available only through Avidyne or its Authorized Repair Center. Advanced Exchange Service will only be made available after Avidyne Technical Support has been contacted by your Avidyne dealer and completion of reasonable troubleshooting. There is a fee for Advanced Exchange Services.
7. Additional charges may apply for products that have been subject to excessive wear and tear or physical damage. See other exclusions contained in this Agreement.
8. The targeted turnaround time for repair and return shipment of the product is 10 to 15 business days from receipt.
9. 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. This fee is not covered by *AeroPlan*™ Extended Warranty.
10. *AeroPlan*™ will not automatically renew unless we are notified and obtain a new credit card authorization prior to expiration of existing coverage period.
11. *AeroPlan*™ is transferable upon notification to Avidyne within thirty (30) days of aircraft sale, the execution of the AVIDYNE WAIVER, RELEASE AND INDEMNIFICATION by the new owner and payment of a nonrefundable admin fee of \$250.00.
12. *AeroPlan*™ does not cover shipping, customs, or duty fees for shipments outside the continental USA.
13. *AeroPlan*™ does not cover the labor charge to remove, replace or calibrate the repaired or exchanged product.
14. *AeroPlan*™ does not cover no fault found fees, hidden damage inspection fees, replacement of life limited parts that reach their life limit e.g. the CMOS battery or bezel and glass replacement fees.
15. 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.
16. Product returned with the warranty seals tampered with or broken will result in a hidden damage inspection fee and may void any remaining warranty.
17. Any exchanged display returned with an unauthorized aftermarket screen protector will result in a fee to replace the glass and bezel. This fee is not covered under the terms of the *AeroPlan*™ Extended Warranty.
18. Avidyne only provides warranty or *AeroPlan*™ coverage for Avidyne products sold, installed, serviced, or removed by an authorized Avidyne Distributor.
19. Avidyne is not responsible or liable for loss of use, loss of revenue or profit, or expenses associated with maintenance events.
20. *AeroPlan*™ does not cover damage or changes to the product as a result of misuse or treatment resulting in physical, cosmetic, or surface damages.
21. *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.
22. 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.
23. 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.
24. 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.
25. 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.



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, NEGLECT 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, NEGLECT 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 REV03-A SUPERSEDES AND REPLACES PRIOR VERSIONS OF THE AGREEMENT.



Signature _____ Date _____ Name (Printed) _____