

Flightcom Military Ground Support Standard Limited Warranty

Flightcom Corporation ("Flightcom") warrants to the original purchaser of its Military Ground Support products, that products will be free from defects in materials and workmanship under normal and proper use for the period of three years from date of purchase.

Flightcom Corporation will repair or replace, at its option, any products showing factory defects during this warranty period, subject to the following provisions and obligations:

1. This warranty applies only to a new product sold through authorized channels of distribution.
2. All work under warranty must be performed by Flightcom Corporation.
3. All returned products must be shipped to our address, freight prepaid and Flightcom will return products to customer via ground freight. Any expedite fees or additional freight charges will be charged to customer.
4. Accelerated technical support for product-related questions and request for services through our 800-line, where technicians will prioritize response to Accelerated service calls and use best efforts to respond within the same or next business day during normal technical support hours;
5. Accelerated repair or replacement of products covered under the terms of the Flightcom Military Ground Support Standard Limited Warranty within five business days.
6. Accelerated return shipping via two-day service to customer addresses in the United States;
7. Access to firmware upgrades that can be applied, upon request, when products are being repaired under the terms of the Flightcom Military Ground Support Standard Limited Warranty, and access to firmware upgrades that may be published on the technical support section of our web site;
8. Access to technical support information, manuals, and other information as published in the customer support section of our web site;
9. Any attempt to repair, service, or alter the product in any way voids this warranty.
10. This warranty does not apply in the event of accident, abuse, misuse, liquid contact, improper installation, unauthorized repair, tampering, modification, fire, earthquake, or damage from other external sources – including damage caused by user-replaceable parts.
11. This warranty does not apply: (a) to consumable parts such as batteries, ear seals, intercom bags, cables, external power supplies, parts listed as accessories to a system, or other parts designed to diminish in function over time unless a failure is due to a defect in materials or workmanship; (b) to cosmetic damage or to defects caused by normal wear and tear or aging of the product; (c) to damage caused by use with non-Flightcom products; (d) to damage caused by operating the product outside the permitted or intended uses or environments described by Flightcom; (e) to damage caused by service performed by anyone who is not a representative of Flightcom or an Flightcom Authorized Service Provider; (f) to a product or part that has been modified without the written permission of Flightcom; (g) if any Flightcom serial number has been removed or defaced.
12. This warranty does not extend to any other equipment, apparatus, vehicle, aircraft, or watercraft to which this product may be attached or connected.

THE FOREGOING IS YOUR SOLE REMEDY FOR FAILURE IN SERVICE OR DEFECTS. SONETICS CORPORATION SHALL NOT BE LIABLE UNDER THIS OR ANY IMPLIED WARRANTY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR FOR ANY INSTALLATION OR REMOVAL COSTS OR OTHER SERVICE FEES. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS OF USE, WHICH ARE HEREBY EXCLUDED. TO THE EXTENT THAT THIS EXCLUSION IS NOT LEGALLY ENFORCEABLE, THE DURATION OF SUCH IMPLIED WARRANTIES SHALL BE LIMITED TO THREE YEARS FROM DATE OF PURCHASE. NO SUIT FOR BREACH OF EXPRESS OR IMPLIED WARRANTY MAY BE BROUGHT AFTER THREE YEARS FROM DATE OF PURCHASE.

Subject to the terms and limitations of this Flightcom Military Ground Support Standard Limited Warranty, this warranty covers any new covered product found to be defective within the applicable warranty period. Flightcom reserves the right to examine the alleged defective covered product to determine whether this Flightcom Military Ground Support Standard Limited Warranty is applicable, and final determination of warranty coverage lies solely with Flightcom. If Flightcom determines that warranty coverage applies, Flightcom reserves the right to either repair or replace a covered product or any part thereof, as determined by Flightcom in its sole discretion. If the product has been subjected to conditions which exclude coverage under the warranty, customer will be so advised. Customer may then authorize paid repair service or other disposition of the product. Notwithstanding any other provision of this warranty, if you sell or otherwise transfer ownership of your covered product, this Flightcom Military Ground Support Standard Limited Warranty shall automatically terminate.