



MARINE SYSTEMS WARRANTY

AUTOMATIC IDENTIFICATION SYSTEM (AIS)

MODEL AISXX-XXX-XX

1. L-3 COMMUNICATIONS CORPORATION., AVIATION RECORDERS DIVISION (HEREINAFTER REFERRED TO AS L-3) warrants that Products delivered pursuant to purchase orders subject to this agreement shall conform to applicable technical standards, if any, and that the Products shall conform to applicable L-3 specifications and drawings. Further, L-3 warrants that such Products shall be free from defects of material and workmanship except batteries, and free from defects arising from the selection of material and the process of manufacture. The above warranty shall extend only to those of such Products that have been subject to normal use. It is further expressly understood by Purchaser that the warranty herein extended shall not apply to defects attributable to the failure to preserve, store, install, operate or maintain the Product in accordance with written instructions supplied by L-3 provided such written instructions are not inconsistent with the above-mentioned applicable specifications and/or characteristics.
2. The warranty set forth in Paragraph 1 shall be, in the case of the AIS, for a period of one (1) year from the date of delivery to Purchaser EXWORKS Sarasota, Incoterms 2000. In the case of spare parts for the AIS, the same warranty set forth in Paragraph 1 shall apply and shall be for the period of one (1) year. In the event a Product is purchased for incorporation into a vessel for sale as new equipment to a customer of Purchaser, the warranty shall further be deemed to be extended directly to the customer of Purchaser. The warranty extended by L-3 shall in any event terminate one (1) year from the date of delivery to Purchaser EXWORKS Sarasota, Incoterms 2000 in the case of the AIS, and one (1) year in the case of spare parts for the above.
3. L-3 agrees, as its sole obligation under the warranty set forth above, to repair or replace, at its own expense, any of the Products or spare parts therefore which, in the reasonable opinion of L-3, shall be found to be in breach of such warranty and L-3 further agrees that it shall make any such repairs and replacements with reasonable care and dispatch in order that the equipment involved shall not be kept out of service longer than necessary provided, however, that L-3 shall have no obligation to perform any repair and/or replacement or be in any other way obligated to Purchaser, or to a customer of Purchaser, unless a defect alleged to be within the scope of the above set forth warranty is brought to the attention of L-3 within a reasonable time after discovery by a notice in writing stating the nature of the defect and the location at which the Product or part may be examined by L-3. All Products or parts thereunder must be returned, transportation charges prepaid.
4. No Products or parts subject to warranty claims shall be transported to L-3 for repair or replacement without the express prior written authorization of L-3 therefore provided, however that in the event L-3 has failed to acknowledge written notice of a claim of such defect by Purchaser or by Purchaser's customer within fifteen (15) days from the date of mailing of such notice either by written acknowledgement or by sending of one or more servicemen to the location designated in such notice of warrantable defect, Purchaser or Purchaser's customer shall have the right to transport the Product or part to L-3, transportation charges prepaid.
5. In the event a Product or part is returned to L-3 for repair or replacement, other than a return resulting from a failure by L-3 to acknowledge written notice of alleged warrantable defect, and it is determined by L-3 that the defect is not within the scope of the warranty, then the cost of return transportation from L-3 shall be borne by Purchaser or by Purchaser's customer. The cost of labor and materials in connection with all repair and/or replacement work required to correct defects falling within the scope of the warranty shall be borne by L-3. The cost of labor and material required in connection with repair and replacement work required to correct defects not, in the reasonable opinion of L-3, falling within the scope of the warranty, shall be borne by Purchaser or by Purchaser's customer. In such event, standard L-3 applicable service fees shall be charged.
6. THE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART L-3 AND L-3 NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR L-3 ANY OTHER LIABILITIES IN CONNECTION WITH THE SALE OF THE SAID PRODUCTS. IN NO EVENT SHALL L-3 BE LIABLE FOR ANY SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES BY REASON OF THE FAILURE OF ANY PRODUCT TO FUNCTION PROPERLY, OR FOR CONSEQUENTIAL OR SPECIAL DAMAGES FOR ANY REASON WHATSOEVER.



RETURN MATERIAL POLICY

Components and spare parts purchased from L-3 that are discrepant for any of the following reasons may be returned immediately provided the extended value of the parts are in excess of \$100.00.

1. Overshipments

Quantity of parts received in excess of quantity specified on purchase order.

2. Wrong Part Numbers

Receipt of parts numbered other than those identified on a customer order where L-3 has not advised the customer by purchase order acknowledgment, by telefax, or by notification on the shipping document that the received part is a replacement for the ordered part.

3. Parts Nonconforming to Specifications

If the extended value of the items is less than \$100.00, the items are to be scrapped instead of returned. When this occurs, notification must be sent to L-3 advising: (1) the reason for the rejection; (2) the items are less than \$100.00 in extended value and have been scrapped, and; (3) whether credit or replacement is desired.

If you wish to return material to L-3 for reasons other than warranty returns or those specified above, please contact an L-3 Account Administrator for authorization before proceeding. A Return Authorization Number shall be assigned at this time. Your request should specify the relevant Return Authorization Number, purchase order number, part number, quantity and the reason you wish the part returned.

To assist us in processing these items more efficiently, we ask that all returned goods be accompanied by paperwork that clearly indicates the following:

1. Reason for return.
2. Purchase Order Numbers.
3. Correspondence Reference Number.
4. Return Authorization Number.

4. Copies of returned goods paperwork should be mailed to:

L-3 COMMUNICATIONS CORPORATION
AVIATION RECORDERS DIVISION
P. O. Box 3041
Sarasota, FL 34230-3041
Attn: Marine Systems Product Support Department

5. Parts returned under the above conditions should be addressed to:

L-3 COMMUNICATIONS CORPORATION
AVIATION RECORDERS DIVISION
100 Cattlemen Road
Sarasota, FL 34232
Attn: SERVICE DEPARTMENT

Component and spare parts purchased from L-3 that have been on the customer's shelf for more than ten (10) weeks from date of receipt; have been installed in a component or on a vessel, are not covered by this procedure. Such parts may be covered by warranty in which case they should be returned through normal warranty channels.



RETURN OF MATERIAL UNDER WARRANTY

1. Material should be returned to the following address:

L-3 COMMUNICATIONS CORPORATION
AVIATION RECORDERS DIVISION
100 Cattlemen Road
Sarasota, FL 34232
Attn: WARRANTY RETURNS

2. For returning overseas shipments, the following Customs Broker must be used:

L-3 COMMUNICATIONS CORPORATION
AVIATION RECORDERS DIVISION
c/o A.J. Arango
Tampa Airport Office
4662 Air Cargo Road
Suite 1100 (Room 2)
Tampa, Florida 33614
Phone: 813.248.8831
Telefax: 813.875.5809

To ensure prompt handling of material returned under warranty, your return order and shipment should clearly identify the item as a warranty return, and a copy of such return order should accompany the shipment. Status of warranty in process shall be provided by the Warranty Administrator.

3. Warranty claims and warranty return orders pertaining to components and spare parts returned should be mailed to the following address:

L-3 COMMUNICATIONS CORPORATION
AVIATION RECORDERS DIVISION
P. O. Box 3041
Sarasota, FL 34230-3041
Attn: Marine Systems Warranty Administrator
Tel: (941) 377-5574
Fax: (941) 377-5591

RETURNED GOODS

Goods returned to stock for credit at the request of the Buyer and authorized by the Seller, shall be subject to a restocking charge of 10% of the purchase price if notified within 30 days of the order, and 25% of the purchase price if notified after 30 days of the order.

