



## **Limited Warranty Information**

REDBIRD FLIGHT SIMULATIONS, INC. (REDBIRD) WARRANTS THAT ITS PRODUCTS ARE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP DURING THE LIMITED WARRANTY PERIOD. IF A PRODUCT PROVES TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP DURING THE LIMITED WARRANTY PERIOD, REDBIRD WILL, AT ITS SOLE DISCRETION, REPAIR OR REPLACE THE PRODUCT WITH A SIMILAR PRODUCT. THE REPLACEMENT UNIT WILL BE COVERED BY THE BALANCE OF THE TIME REMAINING ON THE CUSTOMER'S ORIGINAL LIMITED WARRANTY.

### LIMITED WARRANTY DURATION:

1. REDBIRD SIMULATORS, INCLUDING REDBIRD FMX AND REDBIRD SD, ARE WARRANTED FOR DEFECTS IN MATERIALS AND WORKMANSHIP IN ALL HARDWARE COMPONENTS INCLUDING BUT NOT LIMITED TO THE EXTERIOR SHELL, ALL INTERIOR COMPONENTS, COMPUTER HARDWARE, AND MOTION PLATFORM COMPONENTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF DELIVERY FOR PARTS AND LABOR.
2. REDBIRD EXPANSION PACKS ARE WARRANTED FOR DEFECTS IN MATERIALS AND WORKMANSHIP IN ALL HARDWARE COMPONENTS, INCLUDING YOKE CONTROLLER, POWER QUADRANT CONTROLLER, AND INSTRUMENT PANEL CONTROLLER FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF PURCHASE FOR PARTS AND LABOR.
3. REDBIRD SOFTWARE, INCLUDING REDBIRD SIMULATOR SOFTWARE, REDBIRD INSTRUCTOR SOFTWARE, REDBIRD ADMINISTRATOR SOFTWARE AND ANY THIRD PARTY SOFTWARE INCLUDED WITH THE SIMULATOR COMPUTER AT THE TIME OF DELIVERY FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF DELIVERY.

### LIMITED WARRANTY LIMITATIONS:

1. THIS LIMITED WARRANTY DOES NOT COVER ANY PRODUCT ON WHICH THE SERIAL NUMBER HAS BEEN DEFACTED, MODIFIED OR REMOVED.
2. THIS LIMITED WARRANTY DOES NOT COVER SOFTWARE OR DATA LOSS OCCURRING DURING REPAIR OR REPLACEMENT
3. THIS LIMITED WARRANTY DOES NOT COVER COSMETIC DAMAGES SUCH AS CARPET, UPHOLSTERY, PAINT OR ANY OTHER DAMAGES THAT DO NOT DIRECTLY IMPACT THE USE OF THE PRODUCT IN ITS INTENDED ROLE AS A FLIGHT TRAINING DEVICE.
4. THIS LIMITED WARRANTY DOES NOT COVER DISPOSABLE OR EXPENDABLE ITEMS SUCH AS LIGHT BULBS, ETC.
5. THIS LIMITED WARRANTY DOES NOT COVER DAMAGE, DETERIORATION OR MALFUNCTION RESULTING FROM:
  - A. ACCIDENT, MISUSE, NEGLIGENCE, ABUSE, ACTS OF NATURE, UNAUTHORIZED PRODUCT MODIFICATION, OR FAILURE TO FOLLOW INSTRUCTIONS SUPPLIED WITH THE PRODUCT.
  - B. REPAIR OR ATTEMPTED REPAIR BY ANYONE NOT AUTHORIZED BY REDBIRD FLIGHT SIMULATIONS, INC.
  - C. CUSTOMER MOVING THE PRODUCT FROM OR TRANSFERRING THE PRODUCT TO A SITE OR AREA OTHER THAN THE INITIAL INSTALLATION SITE OR AREA.
  - D. DISMANTLING OR MODIFICATION BY ANY PERSON(S) NOT EXPRESSLY AUTHORIZED BY REDBIRD FLIGHT SIMULATIONS INC.
  - E. ELECTRIC POWER FLUCTUATIONS OR FAILURE OR OTHER EVENTS NOT DIRECTLY RELATED TO THE PRODUCT.
  - F. NORMAL WEAR AND TEAR.
  - G. ANY OTHER CAUSE WHICH DOES NOT RELATE TO A PRODUCT DEFECT.



**DISCLAIMER OF OBLIGATION AS TO CONFORMITY OF THE GOODS.** The parties agree that the Seller undertakes no obligation with respect to the conformity of the goods to the contract except as otherwise provided in this contract document. In particular, **THE PARTIES AGREE TO EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES, OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

LIMITED WARRANTY SERVICE:

1. THE CUSTOMER IS ENTITLED TO THE FOLLOWING SERVICES FOR THE DURATION OF THE LIMITED WARRANTY. SERVICES COVER ONLY THOSE ITEMS WHICH ARE STILL UNDER LIMITED WARRANTY AT THE TIME THE SERVICE IS REQUESTED, AND ONLY TO THE LIMITATIONS OF THAT LIMITED WARRANTY.
  - A. SOFTWARE AND DATABASE UPDATES AS NEEDED AND AUTHORIZED BY REDBIRD FLIGHT SIMULATIONS INC.
  - B. ON-SITE BREAK-FIX AND PARTS REPLACEMENT FOR UNITS LOCATED WITHIN THE UNITED STATES OF AMERICA ONLY. UNITS LOCATED OUTSIDE THE UNITED STATES OF AMERICA MAY REQUEST ONSITE SUPPORT AT THE CUSTOMER EXPENSE ON A TIME, MATERIALS AND EXPENSES BASIS.
  - C. MALFUNCTIONING PARTS REPAIRED OR REPLACED AT NO CHARGE TO THE CUSTOMER
  - D. LIVE, LEVEL 1 PHONE SUPPORT
  - E. LIVE, LEVEL 2 PHONE SUPPORT
  - F. REMOTE DIAGNOSIS AND SUPPORT.
  - G. E-MAIL / WEB SUPPORT
  
2. TO OBTAIN LIMITED WARRANTY SERVICE, PLEASE CALL REDBIRD'S CUSTOMER SUPPORT DEPARTMENT AND A CUSTOMER SERVICE REPRESENTATIVE WILL ASSIST YOU IN OBTAINING THE SERVICE YOU REQUIRE.
  
3. FOR CUSTOMERS WHO WISH FOR THEIR OWN MAINTENANCE STAFF TO PROVIDE BREAK-FIX AND PARTS REPLACEMENT, AND FOR THOSE CUSTOMERS WITH UNITS INSTALLED OUTSIDE THE UNITED STATES OF AMERICA, REDBIRD INSTALLERS WILL PROVIDE A MAINTENANCE OVERVIEW AT THE TIME OF INSTALLATION. THIS OVERVIEW WILL INCLUDE AN OVERVIEW OF SIMULATOR SYSTEMS AND AN OVERVIEW OF COMMON MAINTENANCE ITEMS. THE INSTALLERS WILL ALSO PRESENT THE CUSTOMER WITH A COPY OF THE REDBIRD MAINTENANCE MANUAL.