

EPIC OPTIX, INC. NEW PRODUCT WARRANTY

This Limited Warranty (“Warranty”) is for the initial retail owner of the Product (the “End Customer”) and shall not be assigned or transferred without Epic Optix, Inc.’s (“Epic Optix”) prior written consent. This Warranty Certificate must be completed on the Epic Optix website (<https://epicoptix.com/product-registration-and-information>) for the warranty to become effective.

Epic Optix warrants that the “heads-up display” (HUD) listed in this Warranty Certificate (the “Product”) will be free of defects in workmanship or material for a period of twelve (12) months from the date the Product was purchased (“Warranty Period”). During the Warranty Period, Epic Optix will correct these defects by repair or replacement at Epic Optix’s sole option and expense, provided that:

1. Previous maintenance or repair, installation, handling, transportation, storage, operation and/or use of the Product was performed in compliance with Epic Optix’s instructions;
2. The Product has not been altered, modified, or repaired other than by Epic Optix, or a dealer or service and repair center that has been authorized by Epic Optix;
3. Written notice of the Product defect is given to Epic Optix, or a dealer or service and repair center that has been authorized by Epic Optix, within the specified Warranty Period.

End Customer shall be solely responsible for the costs associated with removal or reinstallation of the Product, and shipment to the repair facility which are expressly excluded under this Warranty. Epic Optix will pay for second-day air shipping for return of the repaired or replaced Product to End Customer.

All Products repaired or replaced hereunder shall be warranted in accordance with the terms of this Warranty for the remaining unexpired portion of the Warranty Period, only. In the event the Product is no longer being manufactured by Epic Optix, Epic Optix, in its sole discretion, will either substitute a successor product (of the equivalent or improved quality and specification) or refund End Customer Epic Optix’s standard price of the Product at the time of purchase.

DISCLAIMER. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. NO EXTENSION OR EXPANSION OF THIS WARRANTY SHALL BE BINDING UPON EPIC OPTIX UNLESS SET FORTH IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EPIC OPTIX.

LIMITATION OF LIABILITY. IN NO EVENT, SHALL EPIC OPTIX BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER THIS WARRANTY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, INTERRUPTION OF BUSINESS, LOSS OF PROFITS, OR LOSS OF USE. THE EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES AS SET FORTH IN THIS WARRANTY SHALL BE

DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THE TERMS OF THIS WARRANTY. EPIC OPTIX'S AGGREGATE LIABILITY ON ANY CLAIM FOR LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS WARRANTY, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR OR USE OF ANY PRODUCT OR SERVICE COVERED BY OR FURNISHED UNDER THIS WARRANTY SHALL IN NO EVENT EXCEED EPIC OPTIX'S STANDARD PRICE OF THE PRODUCT, AT THE TIME OF PURCHASE, WHICH GIVES RISE TO THE CLAIM.

This Warranty is intended as the exclusive remedy of End Customer with respect to any claim relating to the Products, whether arising at law or at equity.

This Warranty shall be governed in all respects by the laws of the United States of America and the State of Delaware without regard to conflicts of law principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the Warranty. All disputes arising under the Warranty shall be brought in the State Court of Delaware in Wilmington, Delaware or the Federal District Court located in Wilmington, Delaware. Such courts shall have sole jurisdiction over any disputes under the Warranty, and the parties hereby consent to the personal jurisdiction of such courts.

Damaged Products (from aircraft accident, electrical overload event, etc)

Epic Optix does not warrant products that have been damaged via accident, drops/impacts, water damage, abnormal aircraft electrical events, or any other damage or abuse that is not due to defects in materials/workmanship.

Products that need repair due to abuse, misuse, improper installation, or unauthorized alteration are therefore not covered by warranty.

Epic Optix retains the exclusive right to repair or replace the instrument or firmware or offer a full refund of the purchase price at its sole discretion. SUCH REMEDY SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. The Product, a heads-up display (HUD), is not intended for use in type certificated aircraft at this time. Epic Optix makes no claim as to the suitability of the Product in connection with FAR 91.205. The Product (HUD) is solely a visual display and generates no flight data or information. Epic Optix is not responsible for the accuracy of information generated by outside inputs to the Product from the aircraft or third party sources.
