



## GPS Air Product Warranty Statement

### 1. Standard Limited Warranty

GPS Air ("GPS") warrants that equipment manufactured by GPS ("Equipment") shall be free from defects in materials and workmanship under normal use and service for a period of **three (3) years** from the date of shipment to the original purchaser ("Customer").

This warranty shall be void if:

- The Equipment has been altered or repaired by any person not expressly authorized in writing by GPS.
- The Equipment is not installed and maintained in accordance with GPS's published instructions.

#### a. Scope of Coverage:

This warranty applies only to:

- Defects in parts or components as shipped from the GPS facility.
- Parts found to be defective at the time of shipment or that become defective during the warranty period due to manufacturing or material fault.

At GPS's sole discretion, the remedy shall be limited to **repair, replacement (with new or renewed items)**, or issuance of a **credit memo**. This warranty does not cover:

- Routine maintenance.
- Labor associated with removal or installation of parts.
- Damage caused by corrosion, erosion, environmental factors (including but not limited to dust, water, temperature extremes, or foreign materials), or normal wear and tear.

#### b. Third-Party Components:

Components not manufactured by GPS are covered solely by the original manufacturer's warranty, if any. GPS makes no independent warranty and assumes no liability with respect to such third-party components, but will assist the Customer in asserting any available claims under such warranties to the extent permitted.

#### c. Returns:

GPS reserves the right to inspect any product claimed to be defective. Products returned and found to be non-defective will be subject to evaluation fees, labor, material charges, and return shipping costs.

### 2. Optional Extended Warranty

An **optional extended warranty** is available for eligible products, extending the total warranty coverage from **three (3) to five (5) years**. The following terms apply:

- The extended warranty must be purchased **at the time of the original transaction**.

- The fee is calculated as **twenty percent (20%) of the original purchase order total**.
- The extended warranty is not available for purchase after the initial transaction is completed.

All equipment manufactured by GPS is eligible for this extended warranty.

### 3. Disclaimer of Warranties

THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY PROVIDED IN PARAGRAPH 1 ABOVE. IN NO EVENT SHALL GPS BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, COLLATERAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE CUSTOMER'S USE, OPERATION OR INSTALLATION OF THE EQUIPMENT, OR FOR ANY OTHER CAUSE WHATSOEVER RELATING TO THE EQUIPMENT.

THIS WARRANTY DOES NOT COVER ANY INCIDENT RELATED TO MOLD, BACTERIA, VIRUS OR TOXIC GAS.

The customer acknowledges and represents to GPS that no employee, agent or representative of GPS has made any warranty or representation regarding the merchandise, except as set out in paragraph 1, above.

### 4. Limitation of Liability and Exclusive Remedy

UNDER NO CIRCUMSTANCES SHALL GPS, ITS EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF USE), WHETHER BASED ON CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO THE PURCHASE, INSTALLATION, OR USE OF THE EQUIPMENT.

Customer's **exclusive remedy**, and GPS's sole liability, shall be limited to:

- The repair or replacement of defective Equipment, or
- At GPS's sole option, a refund or credit not exceeding the **purchase price of the Equipment** in question.

### 5. Warranty Claims and Contact Information

To make a warranty claim, please contact **warranty support** at [warranty@gpsair.com](mailto:warranty@gpsair.com) with:

- A description of the issue,
- Proof of shipment date.

GPS may require return of the defective part for evaluation. No return will be accepted without prior written authorization.