

KOLIBRI
LIMITED WARRANTY AND DISCLAIMER

Kolibri USA ("Kolibri") provides a limited warranty that its products are free from defects in manufacturing for a period of one (1) year from the date of sale. This warranty period extends to three (3) years for all discriminators sold after January 1st, 2022. Any warranty claim must be delivered to Kolibri in writing along with sufficient evidence for Kolibri to confirm the existence of a defect. If Kolibri determines that this limited warranty applies, Kolibri shall, at its election, either deliver a replacement product or require the delivery of the defective product to Kolibri Technical Service Center for replacement or repair.

To obtain warranty service, you must:

1. Notify Kolibri of the defect within fifteen (15) days of discovering the defect (the "Reporting Period"). Note that any continued use of a Kolibri product after the discovery of a defect will void this Limited Warranty. The warranty recipient waives any rights under this Limited Warranty if the recipient fails to report any defect within the Reporting Period.

AND

2. If elected by Kolibri, deliver the product to Kolibri Technical Service Center with a written report of the defect. Kolibri is not responsible for shipping costs for returning products to Kolibri Technical Service Center for warranty service.

Under this Limited Warranty, Kolibri's sole obligation is to repair or replace any Kolibri product that is found to be defective within the Warranty Period. This obligation includes covering the shipping cost of repaired or replaced products to the customer's provided address. The repaired or replaced product will be warranted for the remaining portion of the Warranty Period, if any; however, under no circumstances will a new warranty period be created by Kolibri's repair or replacement of any defective Kolibri product.

The Limited Warranty on all Kolibri products is expressly conditioned on all the following:

1. The product has been used, maintained, and operated in accordance with Kolibri's applicable manuals and other written instructions;
2. The product has not been subject to misuse, abuse, negligence, or accident; and
3. The product has not been repaired or altered contrary to the applicable manuals, written instructions, or other applicable sources that, in the sole judgment of Kolibri, adversely affect the product's performance, stability or reliability.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED IN FACT OR BY LAW, APPLICABLE TO KOLIBRI

PRODUCTS. KOLIBRI EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE REMEDY OF REPAIR OR REPLACEMENT AS SET FORTH ABOVE ARE THE SOLE AND EXCLUSIVE REMEDIES AGAINST KOLIBRI FOR ANY AND ALL CLAIMS (INCLUDING BUT NOT LIMITED TO CLAIMS FOR NEGLIGENCE, GROSS NEGLIGENCE AND PRODUCT LIABILITY) RESULTING FROM FAILURE OF THE AIRCRAFT PARTS. KOLIBRI EXPRESSLY DISCLAIMS ALL OTHER REMEDIES, OBLIGATIONS AND LIABILITIES, INCLUDING BUT NOT LIMITED TO LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS, LOSS OF GOODWILL, OR ANY OTHER DIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES.

KOLIBRI NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY FURTHER OBLIGATIONS OR LIABILITIES.