



# Aspen Avionics Extended Product Warranty for Evolution Flight Displays

## Protect your investment with the Aspen Extended Product Warranty.

The Extended Product Warranty lengthens Aspen Avionics' industry leading, no-nonsense product warranty for two years from the expiration of the original factory limited warranty or previous extended product warranty, and is available from any Aspen authorized dealer. The Extended Product Warranty covers the Evolution Flight Display System for component repair, rebuild, or replacement with a rebuilt unit, with special pricing options for multi-display installations.

Extended Product Warranty is priced as follows:

**Single display extended warranty; \$795 for two years**

**Dual display extended warranty; \$1095 for two years**

**Three display extended warranty; \$1095 for two years**

The Aspen Extended Product Warranty covers the Evolution Flight Display System, including the Evolution Flight Display, the Analog Converter Unit, the Configuration Module and the Remote Sensor Module for: (1) repair, rebuild, or replacement with a rebuilt unit, for the term of the Extended Product Warranty period and (2) Shipping to and from the Aspen Avionics factory.

Labor costs associated with the removal and the replacement of the Evolution Flight Display and/or the associated components are not covered under the Extended Product Warranty program.

To be eligible (1) the original warranty application must have been completed and (2) the Evolution Flight Display System must be under the unexpired original factory limited warranty or prior extended product warranty. Full Extended Product Warranty details are attached to this document for your reference. The application is on page four.

*Note: A special Extended Product Warranty application period is available through July 31, 2012 for units that have an expired product warranty.*

For more information visit:

[www.aspenavionics.com/extendedwarranty](http://www.aspenavionics.com/extendedwarranty)



## Extended Product Warranty

**1. YOUR WARRANTY.** Aspen Avionics, Inc. (“Aspen”) warrants to you - the current or future owner of the aircraft identified on the Extended Product Warranty Application attached (“Application”), that its Product(s) (if originally purchased from an authorized dealer) will comply with applicable specifications (as set forth in the owner’s manual) in all material respects and will be free from material defects in workmanship or materials (a “Conforming Product”) for a period of twenty four months (24) months beginning on the date immediately following the expiration of the later of (A) the original Aspen factory limited product warranty period or (B) a previous extended product warranty period (the “Effective Date”), as follows:

SAMPLE  
FOR REFERENCE ONLY

Tail Number

Extended Product Warranty Effective Date

Extended Product Warranty Expiration Date

Notwithstanding the above, if this Extended Product Warranty is issued by Aspen to the applicant between June 1, 2012 and July 31, 2012 the Effective Date may be the issuance date of this Extended Product Warranty to the applicant, regardless of whether the Product is out of any previous original or extended warranty.

See Section 6 for additional information about warranty period. “Product” means Evolution Flight Display systems and components of those units manufactured by Aspen as identified on the Application. The terms of this Extended Product Warranty become effective upon the issuance of this Extended Product Warranty by Aspen to the applicant based on the information in the Application.

**2. YOUR REMEDY.** During the term of this Extended Product Warranty, Aspen will repair, rebuild or replace with a rebuilt unit, at its discretion, without charge (see Section 13 below for information on covered transportation costs), any Product that is not a Conforming Product (a “Nonconforming Product”), so long as the warranty claim is received by Aspen from an authorized Aspen dealer prior to expiration of the Extended Product Warranty period and the procedures in Section 14 (below) are followed. Aspen will use commercially reasonable efforts to ship a repaired, rebuilt or replacement unit within seven business days of receipt by Aspen. Aspen warrants repaired, rebuilt and/or replacement items only for the unexpired portion of this Extended Product Warranty period.

**3. CONDITIONS TO COVERAGE.** Aspen’s obligation under this Extended Product Warranty is conditioned on your fulfillment of the obligation to:

- A. Maintain records accurately reflecting operating time of and maintenance performed on the Product,
- B. Furnish proof sufficient to establish that the Product is a Nonconforming Product, and
- C. Allow Aspen access to all relevant records in order to substantiate your warranty claim.

**4. EXCLUSIONS.** The following are not covered by (and are expressly excluded from) this Extended Product Warranty:

- A. Batteries;
- B. Weather receiver systems;
- C. Costs, including labor costs of the Aspen authorized dealer, associated with the removal from and the replacement of the Product in the aircraft;
- D. Software upgrades, except that Aspen reserves the right to return Product with a software version equal to or more recent than that originally shipped, in Aspen’s sole discretion;
- E. Normal wear and tear and the need for regular overhaul and maintenance;
- F. Product nonconformity caused by any of the following:
  - (1) Exposure of the Product to temperature, environmental, operating, or other conditions other than those prescribed in the owner’s manual;
  - (2) Failure to maintain, install or operate the Product as prescribed in the owner’s manual or as Aspen otherwise directs;
  - (3) Alterations or repairs made by anyone other than Aspen or one of its authorized service centers;
  - (4) Maintenance, repair, installation, handling, transportation, storage, operation (including, without limitation, operation of the Product’s software or host medium), or use, in any case which is improper or otherwise does not comply with Aspen’s instructions as set forth in the owner’s manual;
  - (5) Accident, contamination, damage caused by a battery, foreign object or weather conditions, abuse, misuse, neglect, or negligence;

(6) Exposure of the Product or the Product's host medium to any computer virus or other intentionally disruptive, destructive, or disabling computer code; and

(7) Failure of a product Aspen has supplied that is not under warranty or by any product supplied by someone else.

**5. INVALIDATION OF WARRANTY.** This Extended Product Warranty is void if the Product is altered or repair is attempted or made by anyone other than Aspen or its authorized service center.

**6. ORIGINAL WARRANTY PERIOD.** The original factory limited warranty ran for twenty-four months from the date that the aircraft in which the Product was installed was returned to service following installation by an Aspen authorized dealer ("Return to Service Date"). The original, accurate Return to Service Date must be included in the Application. If the warranty application from the original installation was not properly submitted by the installing dealer, and if Aspen cannot verify the Return to Service Date, then the expiration of the original factory warranty and the commencement of this Extended Product Warranty period will be calculated using the Product's original date of shipment from Aspen as set forth in Section 1 above.

**7. SOLE REMEDY.** Aspen's sole obligation, and your exclusive remedy under this Extended Product Warranty, is limited to repair, rebuilding or replacing with a rebuilt unit, at Aspen's option, of any Nonconforming Product as provided herein.

**8. EXCLUSIVE WARRANTY.** THIS EXTENDED PRODUCT WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ALL OTHER IMPLIED WARRANTIES (STATUTORY OR OTHERWISE) EXPIRED AT THE END OF THE ORIGINAL ASPEN LIMITED PRODUCT WARRANTY PERIOD.

*Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.*

**9. INCIDENTAL DAMAGES.** ASPEN SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION: DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE OR BUSINESS INTERRUPTION), EVEN IF ASPEN HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF THOSE DAMAGES OR IF ASPEN COULD HAVE REASONABLY FORESEEN THOSE DAMAGES.

*Some states do not allow the exclusion of incidental or consequential damages, so the preceding limitations may not apply to you.*

**10. LIMITATION OF LIABILITY.** ASPEN'S AGGREGATE LIABILITY HEREUNDER, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNITY, OR OTHERWISE, WILL NOT EXCEED THE PRICE PAID BY YOU FOR

THE WARRANTED PRODUCT. THE EXCLUSIONS OF TYPES OF DAMAGES CONTAINED HEREIN WILL BE DEEMED INDEPENDENT OF, AND WILL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT.

**11. TERM OF WARRANTY.** No renewal or expansion of the term of this Extended Product Warranty will be binding upon Aspen unless confirmed in writing by Aspen's authorized representative.

**12. DEALER WARRANTIES.** Any express or implied warranty or remedy in addition to or different from those stated herein that is offered by a dealer ("Dealer Warranty") will be the sole responsibility of the dealer, who will be solely responsible for all liability, loss, cost, damage, or expense arising out of or in connection with any such Dealer Warranty. Although Aspen provides training and assistance to dealers, it cannot control the installation of its Products by its dealers, which are independent businesses not owned or controlled by Aspen.

**13. TRANSPORTATION COSTS.** Aspen will assume round trip transportation costs for a Product determined by Aspen to be a Nonconforming Product in an amount not to exceed standard next business day shipping charges within the continental United States. YOU ARE RESPONSIBLE FOR ALL IMPORT/EXPORT-FEES, TAXES, DUTIES, CUSTOMS, DOCUMENTATION FEES, CLEARANCE FEES, AND SIMILAR FEES AND CHARGES.

You may contact Aspen to obtain a freight courier account number for prepaid shipping of the return. If Aspen subsequently determines that the Product is not a Nonconforming Product, that this Extended Product Warranty is inapplicable, that the Product is out of warranty, that the defect or malfunction is excluded from coverage, or that this Extended Product Warranty is invalid, Aspen will invoice you for repair, rebuilding or replacement costs and the shipping costs.

Risk of loss or damage for any Product in transit will be borne by the party initiating the transportation.

**14. WARRANTY PROCEDURE.** If you require Extended Product Warranty service, you may contact your local Aspen authorized dealer or you may contact Aspen directly as described below. You may contact Aspen for information about Extended Product Warranty service by e-mailing [extwarranty@aspenavionics.com](mailto:extwarranty@aspenavionics.com); by calling Aspen Customer Service at (505) 856-5034; by writing to Aspen Customer Service Department, Aspen Avionics, Inc., 5001 Indian School Road NE Albuquerque, New Mexico 87110; or by visiting the Aspen Website at <http://www.aspenavionics.com>.

*This Extended Product Warranty gives you specific legal rights, and you may also have other rights which vary from State to State.*

**SAMPLE  
FOR REFERENCE ONLY**

Aspen Extended Product Warranty Application  
is attached on the following page

# Aspen Extended Product Warranty Application

**Applicant:** Please have your authorized Aspen dealer complete this form and submit to Aspen Avionics. This application must be submitted via your authorized Aspen dealer.

**Dealer:** Please complete and submit this form to Aspen by

- (1) sending a fax to 505-314-5440,
- (2) email to [extwarranty@aspenavionics.com](mailto:extwarranty@aspenavionics.com), or
- (3) mail a copy to:

Aspen Avionics  
ATTN.: Extended Warranty  
5001 Indian School Rd. NE  
Albuquerque, NM 87110

The Extended Product Warranty is effective only after Aspen has issued the Extended Product Warranty contract to the Applicant.

Please print clearly.

## Aircraft owner (Applicant):

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Daytime Telephone \_\_\_\_\_

Email Address \_\_\_\_\_

## Aircraft information:

Year  Make

Model  Tail No.

## Installing Aspen authorized dealer information:

Dealer \_\_\_\_\_

Dealer Number \_\_\_\_\_

P.O. Number \_\_\_\_\_

Email \_\_\_\_\_

**Check each display type for which the Applicant wishes to purchase the Evolution Extended Product Warranty. Fill in the Original Return to Service Date and enter the serial number for each display.**

**The display's serial number can be found on the last page of the EFD's main menu and on a sticker affixed to the inside cover of the Applicant's pilot guide.**

## Evolution PFD system:

(check one, enter return to service date and display serial number)

EFD1000 Pilot PFD  /  /

EFD1000 Pro PFD  /  /

## Evolution MFD system:

(check one — single MFD or first MFD in a three display installation)

EFD1000 MFD  /  /

EFD500 MFD  /  /

## Evolution MFD system

(check one — second MFD in three display installation)

EFD1000 MFD  /  /

EFD500 MFD  /  /

## Price

(check one, the number of displays should match the total systems identified above)

Single display \$795 two years

Dual display \$1095 two years

Three display \$1095 two years

**Applicant authorizes the following amount:**

\$