

3-YEAR LIMITED WARRANTY FOR NEW AVIATION HEADSETS SOLD BY LIGHTSPEED AVIATION, INC.

LightSPEED Aviation, Inc. ("LSA") warrants that the new aviation headset sold by LSA ("New Headset") is free from all material defects in workmanship and materials. For the New Headset, all warranties provided by LSA and all implied warranties imposed by law are limited to a 3-Year period, beginning on the purchase date shown on the New Headset's sales receipt ("Warranty Period"). This 3-Year Limited Warranty ("Limited Warranty") is provided solely for the benefit of the initial purchaser of the New Headset ("Purchaser"), and it excludes all 3rd parties, including distributors, dealers, retailers, subsequent owners, and other users of the New Headset. This Limited Warranty is not assignable and remains in full force and effect during the Warranty Period, but only if the New Headset: (a) has been properly maintained; (b) has not been abused or misused; and (c) has not been repaired, altered, or modified without LSA's approval. This Limited Warranty specifically excludes all taxes, shipping costs, and problems relating to any: (1) repair, alteration, or modification not approved by LSA; (2) abuse or failure to properly maintain the New Headset; (3) faulty workmanship by any person, except LSA or its approved agent; (4) operation of the New Headset, except as specified in its operating manual; (5) ordinary wear and tear; or (6) finish and appearance item. For each claim made under this Limited Warranty ("Claim"), Purchaser must, within 10 days of discovering a New Headset problem indicating a breach of this Limited Warranty, deliver to LSA a written notice that explains in detail the New Headset's specific defect, that shows proof of Purchaser's purchase of the New Headset before the end of the Warranty Period, and that shows proof that this Limited Warranty applies to the New Headset. LSA or its agent may investigate any Claim. For each Claim, LSA may, in its sole discretion, choose any of the following exclusive remedies: (i) repair or replace the New Headset or any part thereof, without charge to Purchaser, but first Purchaser must return the New Headset to LSA's authorized repair facility, pre-paying all shipping charges, and Purchaser must accept the same as repaired or replaced at the facility's location (i.e., FOB the facility) within 10 days of the date of LSA's completion notice sent to Purchaser, or else LSA will deem the New Headset abandoned, in which case LSA may keep, sell, or otherwise discard it; or (ii) refund the New Headset's purchase price to Purchaser. Without paying any amount to Purchaser, LSA may keep, sell, or otherwise discard all replaced New Headsets and parts thereof and all New Headsets where LSA has refunded the purchase price to Purchaser. In repairing or replacing any New Headset, LSA may, in its sole discretion, use new, used, or reconditioned parts or provide a refurbished used headset as a replacement. In connection therewith, LSA warrants that all new, used, or reconditioned parts or refurbished used headsets will be free from all material defects in workmanship and materials during the Warranty Period and for a period of up to 90 days thereafter, but only to the extent that such event occurs during the final 90 days of the Warranty Period. LSA may, in its sole discretion, (i) establish separate, additional, non-warranty repair and replacement programs for any new or used headset ("Non-Warranty Service Programs"), (ii) the Non-Warranty Service Programs may cover any time period, before or after any Warranty Period has expired, and (iii) charge any amount and impose any term with respect to any Non-Warranty Service Program. For Non-Warranty Service Programs, LSA warrants that all new, used, reconditioned, or refurbished parts and headsets used to repair or replace any headset will be free from all material defects in workmanship and materials, but only for a limited period of 90 days thereafter. Purchaser acknowledges that used or reconditioned parts may be used to repair any new or used headset, and that a refurbished used headset may be provided as a replacement for any new or used headset. LSA may hire a 3rd party to repair or replace any new or used headset. "Including" means "including, but not limited to." **THE TERMS IN THIS DOCUMENT ARE THE ONLY TERMS THAT GOVERN LSA'S WARRANTY OBLIGATIONS FOR ANY NEW OR USED HEADSET OR PART THEREOF. NO ORAL OR OTHER WRITTEN TERM APPLIES. THIS DOCUMENT PROVIDES THE EXCLUSIVE REMEDY FOR ALL CLAIMS AGAINST LSA WITH RESPECT TO ANY NEW OR USED HEADSET OR PART THEREOF. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS LIMITED WARRANTY, LSA RESERVES THE RIGHT TO MODIFY, AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE DISCRETION, ANY AND ALL TERMS IN THIS LIMITED WARRANTY. EACH SUCH MODIFICATION IS DEEMED EFFECTIVE UPON PUBLICATION ON LSA'S WEBSITE OR OTHERWISE.**

TO THE EXTENT ALLOWED BY LAW: LSA DISCLAIMS AND PROVIDES THIS LIMITED WARRANTY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LSA IS NOT LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL, LOST PROFITS, OR SIMILAR DAMAGES CLAIMED UNDER ANY STATUTE OR LEGAL OR EQUITABLE THEORY. LSA'S TOTAL LIABILITY FOR ALL CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER CLAIMS ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR ANY HEADSET OR PART THEREOF IS LIMITED TO \$1,000. SOME STATES DO NOT ALLOW THE LIMITATION OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MIGHT NOT APPLY TO PURCHASER. THIS LIMITED WARRANTY GIVES PURCHASER SPECIFIC LEGAL RIGHTS, AND PURCHASER MIGHT HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

FOR PURCHASERS IN CALIFORNIA: PURCHASER HAS THE RIGHT TO HAVE THE NEW HEADSET SERVICED AND REPAIRED DURING THE WARRANTY PERIOD. THE WARRANTY PERIOD WILL BE EXTENDED FOR THE NUMBER OF WHOLE DAYS THAT THE NEW HEADSET HAS BEEN OUT OF PURCHASER'S HANDS FOR WARRANTY REPAIRS. IF A DEFECT EXISTS DURING THE WARRANTY PERIOD, THIS LIMITED WARRANTY WILL NOT EXPIRE UNTIL THE DEFECT HAS BEEN FIXED. IF ANY WARRANTY REPAIR HAS BEEN DELAYED BECAUSE OF CIRCUMSTANCES BEYOND PURCHASER'S CONTROL, OR IF ANY WARRANTY REPAIR DID NOT REMEDY A DEFECT AND PURCHASER NOTIFIES LSA OF SUCH FAILURE WITHIN 10 DAYS AFTER THE REPAIR, THE WARRANTY PERIOD WILL BE EXTENDED FOR A PERIOD EQUAL TO THE DURATION OF THE DELAY. IF, AFTER A REASONABLE NUMBER OF ATTEMPTS, THE DEFECT REMAINS UNFIXED, PURCHASER MAY RETURN THE NEW HEADSET FOR REPLACEMENT OR REFUND, SUBJECT TO A REASONABLE DEDUCTION FOR PURCHASER'S USE OF THE NEW HEADSET. ANY EXTENSION OF THE WARRANTY PERIOD DOES NOT AFFECT ANY PROTECTION OR REMEDY AVAILABLE TO PURCHASER UNDER APPLICABLE LAW.

5-YEAR LIMITED WARRANTY FOR NEW AVIATION HEADSETS SOLD BY LIGHTSPEED AVIATION, INC.

LightSPEED Aviation, Inc. ("LSA") warrants that the new aviation headset sold by LSA ("New Headset") is free from all material defects in workmanship and materials. For the New Headset, all warranties provided by LSA and all implied warranties imposed by law are limited to a 5-year period, beginning on the purchase date shown on the New Headset's sales receipt ("Warranty Period"). This 5-year Limited Warranty ("Limited Warranty") is provided solely for the benefit of the initial purchaser of the New Headset ("Purchaser"), and it excludes all 3rd parties, including distributors, dealers, retailers, subsequent owners, and other users of the New Headset. This Limited Warranty is not assignable and remains in full force and effect during the Warranty Period, but only if the New Headset: (a) has been properly maintained; (b) has not been abused or misused; and (c) has not been repaired, altered, or modified without LSA's approval. This Limited Warranty specifically excludes all taxes, shipping costs, and problems relating to any: (1) repair, alteration, or modification not approved by LSA; (2) abuse or failure to properly maintain the New Headset; (3) faulty workmanship by any person, except LSA or its approved agent; (4) operation of the New Headset, except as specified in its operating manual; (5) ordinary wear and tear; or (6) finish and appearance item. For each claim made under this Limited Warranty ("Claim"), Purchaser must, within 10 days of discovering a New Headset problem indicating a breach of this Limited Warranty, deliver to LSA a written notice that explains in detail the New Headset's specific defect, that shows proof of Purchaser's purchase of the New Headset before the end of the Warranty Period, and that shows proof that this Limited Warranty applies to the New Headset. LSA or its agent may investigate any Claim. For each Claim, LSA may, in its sole discretion, choose any of the following exclusive remedies: (i) repair or replace the New Headset or any part thereof, without charge to Purchaser, but first Purchaser must return the New Headset to LSA's authorized repair facility, pre-paying all shipping charges, and Purchaser must accept the same as repaired or replaced at the facility's location (i.e., FOB the facility) within 10 days of the date of LSA's completion notice sent to Purchaser, or else LSA will deem the New Headset abandoned, in which case LSA may keep, sell, or otherwise discard it; or (ii) refund the New Headset's purchase price to Purchaser. Without paying any amount to Purchaser, LSA may keep, sell, or otherwise discard all replaced New Headsets and parts thereof and all New Headsets where LSA has refunded the purchase price to Purchaser. In repairing or replacing any New Headset, LSA may, in its sole discretion, use new, used, or reconditioned parts or provide a refurbished used headset as a replacement. In connection therewith, LSA warrants that all new, used, or reconditioned parts or refurbished used headsets will be free from all material defects in workmanship and materials during the Warranty Period and for a period of up to 90 days thereafter, but only to the extent that such event occurs during the final 90 days of the Warranty Period. LSA may, in its sole discretion, (i) establish separate, additional, non-warranty repair and replacement programs for any new or used headset ("Non-Warranty Service Programs"), (ii) the Non-Warranty Service Programs may cover any time period, before or after any Warranty Period has expired, and (iii) charge any amount and impose any term with respect to any Non-Warranty Service Program. For Non-Warranty Service Programs, LSA warrants that all new, used, reconditioned, or refurbished parts and headsets used to repair or replace any headset will be free from all material defects in workmanship and materials, but only for a limited period of 90 days thereafter. Purchaser acknowledges that used or reconditioned parts may be used to repair any new or used headset, and that a refurbished used headset may be provided as a replacement for any new or used headset. LSA may hire a 3rd party to repair or replace any new or used headset. "Including" means "including, but not limited to." **THE TERMS IN THIS DOCUMENT ARE THE ONLY TERMS THAT GOVERN LSA'S WARRANTY OBLIGATIONS FOR ANY NEW OR USED HEADSET OR PART THEREOF. NO ORAL OR OTHER WRITTEN TERM APPLIES. THIS DOCUMENT PROVIDES THE EXCLUSIVE REMEDY FOR ALL CLAIMS AGAINST LSA WITH RESPECT TO ANY NEW OR USED HEADSET OR PART THEREOF. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS LIMITED WARRANTY, LSA RESERVES THE RIGHT TO MODIFY, AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE DISCRETION, ANY AND ALL TERMS IN THIS LIMITED WARRANTY. EACH SUCH MODIFICATION IS DEEMED EFFECTIVE UPON PUBLICATION ON LSA'S WEBSITE OR OTHERWISE.**

TO THE EXTENT ALLOWED BY LAW: LSA DISCLAIMS AND PROVIDES THIS LIMITED WARRANTY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LSA IS NOT LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL, LOST PROFITS, OR SIMILAR DAMAGES CLAIMED UNDER ANY STATUTE OR LEGAL OR EQUITABLE THEORY. LSA'S TOTAL LIABILITY FOR ALL CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER CLAIMS ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR ANY HEADSET OR PART THEREOF IS LIMITED TO \$1,000. SOME STATES DO NOT ALLOW THE LIMITATION OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MIGHT NOT APPLY TO PURCHASER. THIS LIMITED WARRANTY GIVES PURCHASER SPECIFIC LEGAL RIGHTS, AND PURCHASER MIGHT HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

FOR PURCHASERS IN CALIFORNIA: PURCHASER HAS THE RIGHT TO HAVE THE NEW HEADSET SERVICED AND REPAIRED DURING THE WARRANTY PERIOD. THE WARRANTY PERIOD WILL BE EXTENDED FOR THE NUMBER OF WHOLE DAYS THAT THE NEW HEADSET HAS BEEN OUT OF PURCHASER'S HANDS FOR WARRANTY REPAIRS. IF A DEFECT EXISTS DURING THE WARRANTY PERIOD, THIS LIMITED WARRANTY WILL NOT EXPIRE UNTIL THE DEFECT HAS BEEN FIXED. IF ANY WARRANTY REPAIR HAS BEEN DELAYED BECAUSE OF CIRCUMSTANCES BEYOND PURCHASER'S CONTROL, OR IF ANY WARRANTY REPAIR DID NOT REMEDY A DEFECT AND PURCHASER NOTIFIES LSA OF SUCH FAILURE WITHIN 10 DAYS AFTER THE REPAIR, THE WARRANTY PERIOD WILL BE EXTENDED FOR A PERIOD EQUAL TO THE DURATION OF THE DELAY. IF, AFTER A REASONABLE NUMBER OF ATTEMPTS, THE DEFECT REMAINS UNFIXED, PURCHASER MAY RETURN THE NEW HEADSET FOR REPLACEMENT OR REFUND, SUBJECT TO A REASONABLE DEDUCTION FOR PURCHASER'S USE OF THE NEW HEADSET. ANY EXTENSION OF THE WARRANTY PERIOD DOES NOT AFFECT ANY PROTECTION OR REMEDY AVAILABLE TO PURCHASER UNDER APPLICABLE LAW.