

STG Aerospace – Product Assurance Document – liTeMood Warranty

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in this Warranty.

Buyer: the person, firm or company who has purchased the Product from the Company.

Company: STG Aerospace Ltd, a company registered in England and Wales under number 01934202 whose registered office address is at Brecon House William Brown Close, Llantarnam Industrial Park, Cwmbran, Wales, NP44 3AB, UK.

Contract: the contract between the Company and the Buyer for the sale and purchase of the Product incorporating this Warranty.

DDP: a "Declaration of Design and Performance" document issued by the Company or agreed between the parties in relation to the sale of the Product under the Contract.

Product: the Company's liTeMood LED lighting system.

Warranty: this product assurance document and the warranties contained in it.

Warranty Period: the period of 36 months from the date of delivery of the Product.

WEEE: waste electrical and electronic equipment as defined in the Waste Electrical and Electronic Equipment Regulations 2006 (SI 2006/3289) (the "WEEE Regulations") as amended from time to time.

2. APPLICATION OF STANDARD WARRANTY

2.1 This Warranty is made to the Buyer of the Product. This Warranty is not transferable.

2.2 This Warranty covers the Product only and does not apply to any other goods or products supplied by the Company to the Buyer.

2.3 The Warranty shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document, even if such document is referred to in the Contract).

2.4 No variation to this Warranty shall have any effect unless expressly agreed in writing and signed by a director of the Company.

3. WARRANTY

3.1 Subject to condition 5, the Company warrants that on delivery, and for the Warranty Period, the Product shall:

(a) materially conform to any DDP agreed by the Company to apply to the Product, except for any parts of such DDP stated to be estimates, approximations or design objectives; and

(b) be free from material defects in materials, manufacture and workmanship.

3.2 The Company may from time to time issue service bulletins or service letters advising the Buyer of the availability of certain warranty remedies such as the repair or replacement of Products. When such bulletins or letters are issued, the Buyer will be

deemed to have fulfilled its obligations under condition 4.

4. ASSERTION OF WARRANTY CLAIMS

4.1 Any claim under this Warranty for breach of the Company's warranty under condition 3.1 must be notified by the Buyer in writing before the end of the Warranty Period to:

STG Aerospace Ltd, Brecon House, William Brown Close, Cwmbran, NP44 3AB, United Kingdom

Susan.hernandez@stgaerospace.com

and marked for the attention of

Susan Hernandez

4.2 Such notice must be validly served no later than three months after the date on which the Buyer first became aware of, or should reasonably have been first aware of, such breach, and must contain as a minimum the following information:

(a) the identity of the Buyer;

(b) the serial number of the aircraft for which the Product was delivered or in which it was installed;

(c) the part number, serial number and nomenclature of the Product;

(d) the purchase order number and date of delivery of the Product;

(e) details of the non-conformity or defect and any substantiating evidence or documentation;

(f) the date the defect or non-conformity was discovered; and

(g) a contact name, address and daytime telephone number at the Buyer.

4.3 The Buyer shall provide such further information as the Company may reasonably require in relation to any claim made under this Warranty.

4.4 The Buyer shall permit the Company or its nominated representatives to examine the Product at the Buyer's premises in order to assess the Buyer's claim.

4.5 The Buyer shall return the Product to the Company if so requested but shall not otherwise part with possession of any Product which is the subject of any claim under this Warranty unless expressly authorised by the Company or until such claim is resolved.

5. EXCLUSIONS

5.1 The Company shall not be liable for a breach of any of the warranties in condition 3.1 if:

(a) the Buyer does not give notice in accordance with condition 4.2;

(b) the Buyer fails to perform any of its other obligations under condition 4;

(c) the Buyer or any third party makes any further use of the Product after giving notice; or

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- (d) the defect arises because the Buyer or any third party failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Product or (if there are none) good trade practice; or
- (e) the Buyer or any third party alters, repairs, removes or reinstalls the Product without the written consent of the Company;
- (f) the defect or non-conformity is attributable to natural wear and tear;
- (g) the defect or non-conformity arises from negligence, mistreatment, vandalism or any other act or omission of the Buyer or any third party;
- (h) the serial number of the Product has been changed, deleted, removed or rendered illegible; or
- (i) the defect or non-conformity is attributable to any cause beyond the reasonable control of the Company, including without limitation lightning, voltage surges, floods, fire, vermin or accident.

6. REMEDIES

- 6.1 Subject to condition 5, if any Product (or part thereof) does not conform with any of the warranties in condition 3.1 the Company shall at its option:
- (a) repair or replace the Product (or the defective part), including at the Company's option by replacing such Product with any product of equivalent or upgraded function; or
 - (b) refund the price paid for the Product.
- 6.2 Any repaired or replacement Product shall continue to have the benefit of the warranties in condition 3.1 for the remainder of the Warranty Period applicable to the original Product.
- 6.3 If the Company complies with condition 6 it shall have no further liability for such Product's failure to conform with the warranties in condition 3.1.
- 6.4 All warranties, conditions and other terms not expressly set out in this Warranty in relation to the Product, including (without limitation) those implied by statute or common law and warranties in relation to quality and fitness for purpose and non-infringement of third party rights, are excluded to the fullest extent permitted by law.

7. WEEE COMPLIANCE

- 7.1 Subject to conditions 4.5 the Buyer shall be responsible for financing the collection, treatment, recovery and environmentally sound disposal of:
- (a) all WEEE arising or deriving from the Product; and
 - (b) all WEEE arising or deriving from products placed on the market prior to 13 August 2005 where such products are to be replaced by the Product and the Product is of an equivalent type or are fulfilling the same function as that of such products
- 7.2 The Buyer shall:

- (a) comply with all additional obligations placed upon the Buyer by the WEEE Regulations by virtue of the Buyer accepting the responsibility set out in condition 7.1: and
- (b) provide to the Company and the Company's WEEE compliance scheme operator with such data, documents, information and other assistance as the Company and/or such scheme operator may from time to time reasonably require to enable the Company to satisfy the obligations assumed by it as a result of the Company's membership of the operator's compliance scheme.

7.3 The Buyer shall be responsible for all costs and expenses arising from and relating to its obligations in condition 7.1. The Buyer agrees that it shall not dispose of any WEEE through municipal waste streams.

8. GENERAL

8.1 If any provision of this Warranty is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, or unenforceable it shall to the extent of such illegality, invalidity, voidness, voidability or unenforceability be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

8.2 This Warranty and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.