



MILO

WARRANTY TERMS

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1. PURPOSE

The terms stated in this document govern the warranty support provided by FAAC Incorporated, a Michigan corporation also doing business as MILO Range Systems ("MILO"). The fee to be paid by the Customer for services rendered under this warranty is determined at the time of system or warranty purchase. These Warranty Terms are incorporated into and form part of the applicable quote or purchase agreement between MILO and the Customer; in the event of conflict, the signed purchase agreement controls, then the quote, then these Warranty Terms. Capitalized terms not otherwise defined herein have the meanings given in the purchase agreement.

2. DEFINITIONS

"Simulator" means the training system, hardware, software, peripherals, accessories, and components supplied by MILO under the applicable purchase agreement.

"Customer" means the entity identified as the purchaser in the applicable quote or purchase agreement.

3. WARRANTY TERM AND COVERAGE

The warranty period begins upon completion of Customer training provided by MILO or ninety (90) days after shipment from MILO, whichever occurs first (but in no event before delivery of the Simulator to the Customer). Unless otherwise specified in the quote or applicable purchase agreement, the standard warranty period is twelve (12) months.

All MILO-provided hardware and software comprising a Simulator is covered. New hardware or software acquired from and installed by MILO after the initial purchase will be covered for the remainder of the existing warranty period unless otherwise stated.

Software bug fixes, security patches, and corrective updates addressing original Simulator specifications are included. New features, optional modules, major version upgrades, or functionality beyond the original specifications are excluded unless otherwise stated or purchased.

The warranty does not cover normal wear and tear or consumables, including but not limited to scratches, minor luminosity changes, stuck pixels, bulbs, batteries, CO2, printer supplies, and target screen material.

4. NON-WARRANTY SERVICE FEES

All costs outside the scope of this warranty shall be billed at MILO's then-current time-and-material rates plus applicable travel, lodging, and per diem expenses. Non-warranty invoices are due upon receipt unless otherwise agreed in writing.

5. PHONE AND REMOTE SUPPORT

During the warranty period, MILO provides unlimited chat, email, and telephone support as the primary method of diagnosing and resolving issues. MILO may provide remote support through internet-based remote access technologies.

Remote support is available Monday through Friday, 9:00 AM–5:00 PM EDT, excluding U.S. holidays. After-hours telephone support is available 24/7 excluding U.S. holidays. Response times are not guaranteed unless otherwise stated in a separate written agreement.

6. DEPOT REPAIR

MILO shall determine, in its sole discretion, whether depot repair is necessary. MILO may require return of equipment for repair and will issue an RMA number. Equipment returned without an RMA may be refused and returned at the Customer's expense. The Customer is responsible for shipping equipment to MILO unless otherwise specified in the purchase agreement. MILO will pay standard ground shipping for return shipment.

7. ON-SITE SERVICE VISITS

On-site service is not included in standard warranty coverage. If MILO determines that an on-site visit is appropriate, or if the Customer requests one, associated labor, travel, lodging, and per diem expenses may be billed unless otherwise agreed in writing.

8. PART REPAIR OR REPLACEMENT

MILO may repair or replace defective parts at its sole discretion. Replacement parts may be new, remanufactured, refurbished, or functionally equivalent components. Defective parts replaced under warranty become the property of MILO.

If replacement equipment is shipped before return of defective equipment, the defective equipment must be returned within ten (10) business days. Failure to do so may result in invoicing the replacement equipment.

9. RESTRICTIONS

MILO is not responsible for damage resulting from misuse, abuse, unauthorized relocation or movement of equipment, inadequate power or environmental conditions, unauthorized maintenance, modifications, acts of war, terrorism, fire, flood, lightning, earthquake, or other causes beyond MILO's control.

10. CUSTOMER RESPONSIBILITIES

The Customer shall maintain backups of all customer-specific data, operate equipment in accordance with accepted practices, maintain suitable environmental conditions, promptly notify MILO of service issues, and refrain from modifying hardware or software without prior written approval.

MILO is not responsible for the loss, corruption, restoration, or recreation of customer data.

Installation of unapproved third-party software, operating system modifications, cybersecurity tools, or other applications may void warranty coverage for resulting issues. Failure to comply with these responsibilities may result in suspension, denial, or termination of warranty coverage at MILO's sole discretion. The Customer shall not submit or transmit data subject to the ITAR, the EAR, Controlled Unclassified Information (CUI), CJIS, or third-party personal-data protections through general support or AI-assisted channels without a prior written arrangement with MILO.

11. LAPSE IN COVERAGE

Warranty coverage may be reinstated either by paying retroactively to the expiration date or by completing a chargeable system inspection. Support provided during a lapse may be billed at standard non-warranty rates.

12. ASSIGNMENT

The Customer may not assign or transfer its rights or obligations under this warranty without MILO's prior written consent, and any attempted assignment in violation of this section is void. MILO may assign or transfer this warranty, in whole or in part, to an affiliate or to a successor in interest in connection with a merger, reorganization, or sale of all or substantially all of its assets or business, without the Customer's consent, upon written notice to the Customer.

13. DISCLAIMER OF WARRANTIES

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY MILO AND EXPRESSLY EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MILO'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID FOR SERVICES UNDER THIS WARRANTY. MILO SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, USE, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except for an action for nonpayment, no action arising out of or relating to this warranty may be brought by either party more than one (1) year after the cause of action accrues; an action for non-payment may be brought within two (2) years after the date of the last payment.

15. FORCE MAJEURE

Neither party shall be liable for delays or failures caused by events beyond reasonable control, including natural disasters, war, terrorism, labor disputes, governmental actions, supply chain disruptions, transportation failures, or communications outages.

16. EXPORT COMPLIANCE

The Customer shall comply with applicable U.S. export control and sanctions laws. MILO shall not be obligated to provide support where doing so would violate applicable law. The Customer represents and warrants that it is not a denied, debarred, or sanctioned party under U.S. law and that it will not export, reexport, or retransfer any item or technical data received under this warranty in violation of the ITAR or the EAR.

Export Control / ITAR / EAR Statement:

The Simulator may include goods, software, or technical data that are subject to U.S. export control laws, including:

- The International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), administered under the Arms Export Control Act (AECA) (22 U.S.C. § 2751 et seq.), for items listed on the U.S. Munitions List (USML); and/or
- The Export Administration Regulations (EAR) (15 C.F.R. §§ 730–774), administered under the Export Control Reform Act (ECRA) (50 U.S.C. § 4801 et seq.), for items listed on the Commerce Control List (CCL).

Transfer, export, reexport, or retransfer of such controlled items to any **foreign person or foreign entity** (as defined in § 120.63), whether in the United States or abroad, by any means (including visual, oral, or electronic disclosure), may be prohibited or restricted under U.S. law. Prior authorization may be required in the form of:

- An export license;
- A license exemption (for ITAR-controlled items); or
- A license exception or other authorization (for EAR-controlled items).

It is the responsibility of all parties to ensure compliance with applicable U.S. export control laws and regulations. **Export, reexport, or retransfer contrary to U.S. law is prohibited.**

17. GOVERNING LAW AND VENUE

This warranty shall be governed by the laws of the State of Michigan, including the Michigan Uniform Commercial Code, without regard to its conflict of laws principles. Any dispute shall be brought exclusively in the state or federal courts located in Washtenaw County, Michigan, and the parties consent to such jurisdiction. Each party waives any right to a trial by jury in any dispute arising out of or relating to this warranty. To the extent the Customer is a government entity for which the foregoing governing-law, venue, or jury-waiver provisions are unenforceable, those provisions shall apply only to the maximum extent permitted by applicable law.

18. ARTIFICIAL INTELLIGENCE; DATA AND PRIVACY

The Simulator may include artificial-intelligence features, both offline and online. Offline features operate within the Customer's system and do not collect, transmit, or use data outside that system. Online features require internet connectivity and connect to a third-party AI service provider, and MILO may collect, transmit, and use data through those features to provide the products and services the Customer receives under the applicable purchase agreement and this warranty. MILO's collection, use, and processing of such information is governed by MILO's Privacy Policy, available at <https://www.faac.com/privacy-policy/>, which is incorporated by reference into the applicable quote or purchase agreement. MILO does not use Customer or user data to train external AI systems and does not sell such data.

By executing the quote or purchase agreement, the Customer agrees to the Privacy Policy and acknowledges MILO's use of the artificial-intelligence features described above. The online features require the associated data processing, and the Customer may not opt out of that processing while using those features; offline features do not collect or transmit data and are not subject to opt-out.

19. NOTICES

All notices under this warranty shall be in writing and delivered to the address or email identified in the applicable quote or purchase agreement, or to such other address as a party designates in writing. Notice is effective upon personal delivery, upon confirmed email transmission, one (1) business day after dispatch by a recognized overnight courier, or three (3) business days after mailing by certified mail, return receipt requested.

20. CONFIDENTIALITY

"Confidential Information" means non-public information disclosed by one party to the other in connection with this warranty that is marked or reasonably understood to be confidential, including pricing, diagnostic data, and the Simulator's technical information. The receiving party shall use Confidential Information solely to perform under this warranty, shall protect it with at least reasonable care, and shall not disclose it to third parties except to personnel and contractors with a need to know who are bound by comparable obligations. This section does not apply to information that is or becomes public through no fault of the receiving party, was lawfully known before disclosure, or is required to be disclosed by law, court order, or applicable public-records obligations, provided the receiving party gives reasonable prior notice where permitted. Confidential Information that is export-controlled remains subject to the Export Compliance section.

21. WAIVER

No failure or delay by either party in exercising any right under this warranty operates as a waiver of that right, and no single or partial exercise of any right precludes any further exercise of it. A waiver is effective only if in writing and signed by the waiving party, and a waiver of any breach is not a waiver of any subsequent breach.

22. SEVERABILITY

If any provision is found invalid or unenforceable, such provision shall be reformed to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall remain in full force and effect.

23. SURVIVAL

The provisions of this warranty that by their nature should survive termination or expiration shall survive, including the Disclaimer of Warranties, the Limitation of Liability, Confidentiality, Export Compliance, Governing Law and Venue, and any accrued payment obligations.

24. ENTIRE AGREEMENT

These Warranty Terms, together with the applicable quote or purchase agreement and any documents expressly incorporated by reference, constitute the entire agreement between the parties regarding warranty and support of the Simulator and supersede all prior or contemporaneous understandings on that subject. In the event of conflict, the order of precedence set out in the Purpose section controls. No amendment is effective unless in writing and signed by both parties.