



**NIGHTHAWK**  
TAKE REMOTE CONTROL



# NH100-Air

Airplane Heater  
Remote Power Switch

## Product Instructions and Terms of Sale & Limited Warranty

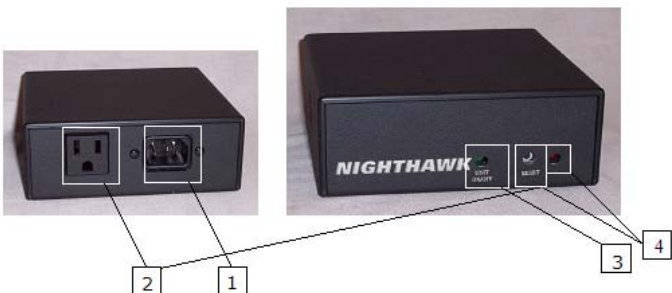
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**NH100-Air** -- The NH100-Air is a wireless remote power switch for airplane heaters that uses paging signals for activation. Each NH100-Air is programmed to work on our assigned paging network or the customer's chosen paging network.

Testing the Device(s)(as shown below)

1. Plug the NH100-Air into a power source. The green light, located on the front panel, should immediately turn "On".
2. Plug the airplane heater into the NH100-Air. Turn the device "On".
3. In order to confirm that the device is working properly, use a pointed object, i.e., pen, paper clip, and depress the button labeled "Reset". The electrical device will turn "On", indicated by a red light on the NH100-Air, and remain "On" until you depress the same button again. Depress the "Reset" button again, to turn the device back "Off". If this does not occur, there may be a problem with the device and technical support should be contacted immediately.
4. After manually turning the receptacle "On" and "Off", the green "Unit Off" light will be lit and the red "On" light will not be lit and the NH100-Air is ready for use.



## Standard Remote Control Functions

To activate your unit:

1. Dial the paging phone number listed inside this instruction manual.
2. You will be prompted to enter a numeric message. The NH100-Air is activated by entering 5 numbers. The choice of numbers will determine whether the outlet is turned "On" or "Off" or turned "On" for a specific period of time.
3. Now enter the 4-digit access code listed on the back which allows you to command the device to activate. This number is also located on the sticker on the bottom of your NH100-Air.
4. Enter the 5th digit which tells the NH100-Air what to do:

1 = Turn "On"

2 = Turn "Off"

**The command must be followed by # in order for the NH100-Air to execute as directed.**

For example, enter:

  X     X     X     X        1        #   = Power On  
          Access Code

Note: Paging service has a delay. After entering your command code at the prompt, the unit may take between 15-120 seconds to activate.

Please submit this information with your equipment when in need of repair or replacement under the Warranty and enclose with Warranty repair request.

Serial Number:

N120010291007

Date Purchased:

03/16/07

Model Description:

NH100-Air

Paging/Telephone Number for future reference:

800-338-3978

(If there is no paging/telephone number listed, your unit was pre-programmed with an assigned number that you or your company has supplied to us.)

Access Code for future reference:

3

6

1

7

**IF YOU NEED TECHNICAL ASSISTANCE,  
PLEASE CALL 877-764-4484, EXT. 2.**

**TERMS AND CONDITIONS OF SALE  
AND LIMITED WARRANTY**

**PAYMENT OF INVOICE IN PART OR IN FULL CONSTITUTES FULL ACCEPTANCE  
BY THE BUYER OF THE TERMS SPECIFIED BELOW**

**Orders** – Orders must be initiated by Buyer issuing a Purchase Order, or by placing such orders by electronic means or otherwise as are deemed acceptable to Nighthawk Systems, Inc. Buyers must identify the items, unit quantities, part numbers, descriptions, applicable prices and requested delivery dates on said Purchase Orders. All orders are subject to acceptance by Nighthawk Systems, Inc. No orders issued by Buyers for standard products may be cancelled or rescheduled without consent of Nighthawk Systems, Inc., which consent may be given by Nighthawk Systems, Inc. in its sole discretion.

**Prices** – Prices will be as specified by Nighthawk Systems, Inc. and will be applicable for the period specified in sales quotes provided to Buyer. If no period is specified, prices will be applicable for thirty (30) days. Notwithstanding the foregoing, prices will be subject to increase in the event of an increase in Nighthawk Systems, Inc.'s costs or other circumstances beyond Nighthawk Systems, Inc.'s reasonable control. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, consular fees, document fees and import duties. If Nighthawk Systems, Inc. becomes liable for, or must pay any of the foregoing, the same will be paid by the Buyer to Nighthawk Systems, Inc. in addition to the price of the products.

**Terms of Payment (Equipment and/or Initial Airtime Service Fees)** – Payment for equipment and/or initial airtime service fees will be net fifteen (15) days from date of invoice or as otherwise specified by Nighthawk Systems, Inc. Buyer agrees to pay the entire net amount of each invoice for equipment and/or initial airtime service fees from Nighthawk Systems, Inc. pursuant to the terms of each such invoice without offset or deduction. Orders are subject to credit approval by Nighthawk Systems, Inc., which may in its sole discretion at any time change the terms of Buyer's credit, require payment in cash, bank wire transfer or by official bank check and/or require payment of any or all amounts due or to become due for Buyer's order before shipment of any or all of the Products, and/or before activation of any accompanying or stand-alone airtime services. If Nighthawk Systems, Inc. believes in good faith that Buyer's ability to make payments may be impaired, or if Buyer fails to pay any invoice when due, Nighthawk Systems, Inc. may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or any remaining balance thereof, and Buyer will remain liable to pay for any Products already shipped, airtime services activated, and/or all Non-Standard Products ordered by Buyer. Buyer agrees to submit such financial information from time to time as may be reasonably requested by Nighthawk Systems, Inc. for the establishment and/or continuation of credit terms. Checks are accepted subject to collection and the date of collection will be deemed the date of payment. Any check received from Buyer may be applied by Nighthawk Systems, Inc. against any obligation owing from Buyer to Nighthawk Systems, Inc., regardless of any statement appearing on or referring to such check, without discharging Buyer's liability for any additional amounts owing from Buyer to Nighthawk Systems, Inc., and the acceptance by Nighthawk Systems, Inc. of such check will not constitute a waiver of Nighthawk Systems Inc.'s right to pursue the collection of any remaining balance. Buyer will pay interest on any invoice not paid when due from the due date to the date of payment at the rate of one and one-half (1-1/2%) percent per month or such lower rate as may be the maximum allowable by law. If Buyer fails to make payment when due, Nighthawk Systems Inc. may pursue any legal or equitable remedies, in which event Nighthawk Systems, Inc. will be entitled to reimbursement for costs of collection and reasonable attorneys fees.

**Force Majeure** – Nighthawk Systems, Inc. will not be liable for failure to fulfill its obligations herein or for delays in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. Nighthawk Systems, Inc.'s time for performance of any such obligation will be extended for the time period of such delay or Nighthawk Systems, Inc. may, at its option, cancel any order or remaining part thereof without liability by giving notice of such cancellation to Buyer.

**Warranty** – Nighthawk Systems, Inc. warrants that all equipment sold is free from defects in material and workmanship at the time of shipment. The warranty extends one year (unless stated to the contrary on the product package or box) from date of shipment and covers parts and labor. Buyer must provide written notice to Nighthawk Systems, Inc. within the warranty period of any defect. If the defect is not the result of improper use, service, acts of God (lighting, flood damage, etc.), power surges, maintenance or installation, and if the equipment has not been otherwise damaged or modified after shipment, Nighthawk Systems, Inc. will either replace or repair the defective parts or replace the equipment or refund the purchase price at Nighthawk Systems' option, after return of such equipment by the Buyer to Nighthawk Systems. Equipment found to be not defective will be returned at buyer's expense and testing and handling expense will be borne to the buyer. Out-of-warranty repairs will be invoiced at the current Nighthawk Systems hourly rate plus the cost of needed components.

**Paging Coverage Warranty** – Nighthawk Systems, Inc. products are programmed to operate on a wireless carrier's network prior to shipment. Nighthawk customers may arrange for such wireless access themselves and elect to be billed directly by the wireless carrier, or may request that Nighthawk provision and bill the customer for wireless access to the products on terms agreed to by the customer.

Nighthawk makes no warranties or guarantees concerning the coverage, availability or reliability of the wireless access arranged by Nighthawk, except as follows: 1) if Nighthawk cannot obtain wireless access to a customer's products within 30 days of the customer's receipt of such products that, in Nighthawk's judgment, is sufficient to ensure reliable performance of such products, the customer may ship those products back to Nighthawk at the address listed herein or to an address provided by Nighthawk for a full refund.

If after the above described 30-day warranty period, wireless access to Nighthawk products becomes unavailable, Nighthawk will, at the customer's request, attempt to locate and arrange for service from an alternate carrier. In such instances, the customer will be responsible for shipping products back to Nighthawk, postage prepaid, to be re-programmed as needed at a cost of \$40 per unit. Reprogrammed products will be returned to customers on a prepaid or C.O.D. basis.

Nighthawk makes no warranties or guarantees concerning wireless access obtained by and billed directly to Nighthawk customers.

**Limitation of Liability** – All remote control devices require supervision, either human or otherwise, for safe and proper operation; Nighthawk Systems will not be held responsible for any use of Nighthawk Systems' products that results in any injury or loss of life, or property, or anything of value, tangible or otherwise. Anything to the contrary herein contained notwithstanding, Nighthawk Systems, Inc. ITS CONTRACTORS AND SUPPLIERS OF ANY TIER, SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies of the purchaser set forth herein are exclusive where so stated and the total cumulative liability of Nighthawk Systems, Inc., its contractors and suppliers of any tier, with respect to this contract or anything done in connection therewith, such as the use of any product covered by or furnished under the contract, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the product or part on which such liability is based. This Limited Warranty is made to the original purchaser only and is not valid with respect to subsequent owners. Proof of purchase will be required at the time of service. In order to be eligible for this Limited Warranty, purchaser must return the unit to the Nighthawk facility at the address listed hereon or to the address as directed by Nighthawk in the event service and repair locations are different, postage prepaid. Repaired units will be returned freight, C.O.D. This Limited Warranty is exclusive and in lieu of all other expressed warranties or implied warranties, including the implied warranties of merchantability or Authorized Representatives and fitness for a particular purpose, and is limited in duration to a period of one (1) year from the date of purchase.

Nighthawk Systems, which has been maintained in its original form and used for its intended purpose, constitutes an infringement of any patent of the United States of America, if purchaser promptly notifies Nighthawk Systems of such claims, in writing and provides Nighthawk Systems with any necessary authorization, information, assistance, or expenses related to the defense of such claims. In the event purchaser is held liable for costs and damages as a result of a final judgement, Nighthawk Systems, Inc. shall be liable for such costs and damages solely to the extent such costs and damages are related to equipment furnished by Nighthawk Systems, Inc. which has been maintained in its original form and used for its intended purpose. In event of a final award of costs and damages from such a suit, Nighthawk Systems shall pay such award. In event the use of said equipment by purchaser is enjoined in such a suit, Nighthawk Systems shall, at its own expense, and at its sole option either (a) procure for purchaser the right to continue using equipment, (b) modify said equipment to render it not-infringing, (c) replace said equipment with non-infringing equipment, or (d) refund the purchase price (less depreciation) and transportation and installation costs of said equipment.

Nighthawk Systems, Inc. will not be responsible for any compromise or settlement made without its written consent.

The foregoing states the entire liability of Nighthawk Systems, Inc. for patent infringement, and in no event shall Nighthawk Systems be liable if the infringement charge is based on the use of Nighthawk Systems, Inc. equipment for a purpose other than that for which it was sold by Nighthawk Systems. As to any equipment furnished by Nighthawk Systems to purchaser and manufactured in accordance with designs proposed by purchaser, purchaser shall indemnify Nighthawk Systems against any award made against Nighthawk Systems, Inc. for patent, trademark, or copyright infringement.

**Export Control** – The sale, resale or other disposition of Products and any related technology or documentation are subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. Buyer agrees to comply with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited. Buyer acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

**Intellectual Property** – If an order includes software or other intellectual property, such software or other intellectual property is provided by Nighthawk Systems, Inc. to Buyer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license by such license agreement.