



### LIMITED WARRANTY

Aviation Maintenance and Technical Support ("AVMATS") warrants, subject to the terms, conditions and exclusions hereinafter set forth in this limited warranty ("Warranty"), that the parts and services delivered by AVMATS are in accordance with manufacturer's requirements, specifications, and mandatory service bulletins up to and including the date of the Return to Service Entry ("Entry"). AVMATS warrants the part, component, or accessory sold, repaired, overhauled, or discrepancy repaired by AVMATS (hereafter collectively referred to as "Work") to be free from defects in material and workmanship, under normal use in the manner prescribed by the original equipment manufacturer for 300 flight hours or a period of six months (180 calendar days) from the date of the Entry, whichever occurs first. Any part, component, or accessory sold, repaired, overhauled, or serviced by an Original Equipment Manufacturer ("OEM") or vendor for AVMATS shall be covered by the OEM or vendor's warranty, if offered, subject to the terms and conditions of that OEM or vendor's warranty. If the OEM or vendor's warranty has expired as of the date of the Entry, AVMATS shall provide a limited warranty in accordance with the terms of AVMATS Warranty for a period equal to the OEM or vendor's warranty period or 90 days from the Entry, whichever date is earlier.

### LIMITED WARRANTY TERMS & CONDITIONS

- a. Customer must notify AVMATS by prompt written notice upon the discovery of any alleged defect in the Work prior to the expiration of the Warranty term of 300 flight hours or six (6) months from the date of the Entry, whichever occurs first;
- b. Warranty does not apply to latent defects undetected by the inspection method specified by the manufacturer's requirements, specifications, mandatory service bulletins, airworthiness directives or other inspection criteria as of the Entry date. Due to the natural deterioration of the aircraft due to the passage of time, aircraft operation, and storage conditions beyond AVMATS control, inspected areas and items may exceed limits and become unserviceable at any time subsequent to completion of the inspection. As a result, the inspection and its results are only warranted as of the date of the Entry;
- c. Customer must return the Work to AVMATS for Warranty consideration. Customer shall be responsible for all transportation charges to and from AVMATS facilities. All part(s) or components Customer is instructed to return to AVMATS must be accompanied by copies of all appropriate paperwork, i.e. 8130's, installation/removal log entry, etc.;
- d. Warranty does not apply if Work has not been maintained and operated by Customer or Customer's agent(s) in accordance with the approved maintenance program, manufacturer's recommendations, manuals, mandatory service bulletins, and airworthiness directives;
- e. Warranty does not apply if the Work alleged to be defective has been repaired or altered by any firm or entity other than AVMATS or an authorized agent of AVMATS;
- f. Warranty does not apply if the Work has been subjected to misuse, neglect, accident, fire or other damage;
- g. Work eligible for warranty claim shall be repaired or replaced at the sole discretion of AVMATS;
- h. Work repaired or replaced in a repair under this Warranty shall not extend the original Warranty period set forth above;
- i. AVMATS will only honor replacement parts with an identical or similar part made by the same manufacturer as generally sold by AVMATS;
- j. AVMATS shall prorate the Warranty on all TBO, Life Limited, and Wear Limited Items
- k. On all electrical items, Warranty covers only the items repaired or replaced by AVMATS.
- l. This Warranty extends only to AVMATS Customer.
- m. Warranty for any paint (including, but not limited to base coat, striping or graphics) touch-up, application or refinishing shall be covered by AVMATS separate written Limited Paint Warranty.
- n. Warranty does not apply to Customer supplied part(s) or component(s), or any damage resulting from the malfunction or failure of Customer supplied part(s), or component(s).

**Claim Procedure:** The Customer shall send written notice detailing the Warranty claim to the AVMATS point of contact (POC) who coordinated the Work, or AVMATS Director of Maintenance for warranty claim evaluation and disposition of the Work either via e-mail, via Fax (636) 532-3579, or mail to 18377 Edison Avenue, Chesterfield, Missouri 63005. Customer may, in addition to written notice, also contact the AVMATS point of contact (POC) who coordinated the Work, or AVMATS Director of Maintenance via telephone to initiate AVMATS response to the claim. AVMATS main telephone number is (636) 532-2674. AVMATS will promptly coordinate with Customer to respond to the Warranty claim.

### DISCLAIMER

NO OTHER WARRANTY, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE WITH RESPECT TO THE SERVICES PERFORMED OR THE PARTS SOLD BY AVMATS. AVMATS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOST PROFITS, OR BUSINESS EXPECTANCY) ARISING OUT OF THE USE, OR INCAPABILITY OF USE, OF SERVICES PERFORMED OR PARTS PROVIDED BY AVMATS. AVMATS AGGREGATE LIABILITY UNDER THIS LIMITED WARRANTY, WHETHER ARISING IN CONTRACT OR TORT, SHALL NOT EXCEED THE COST OF SERVICES PERFORMED OR THE PARTS SOLD BY AVMATS. THIS WARRANTY IS CUSTOMERS SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS. THIS WARRANTY IS LIMITED TO THE TERM OF THE EXPRESS WARRANTY ABOVE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.