



LIMITED WARRANTY

AVMATS Component Support ("ACS") warrants, subject to the terms, conditions and exclusions hereinafter set forth in this limited warranty ("Warranty"), that the parts and services delivered by ACS are in accordance with manufacturer's requirements, specifications, and mandatory service bulletins specified on the maintenance release. ACS warrants each part, component, or accessory sold, repaired or overhauled (collectively "Parts") by ACS to be free from defects in material and workmanship, under normal use in the manner prescribed by the original equipment manufacturer for a period 500 aircraft flight hours, or 180 calendar days from the date of Invoice, whichever occurs first. Any part, component, or accessory sold, repaired, overhauled, or serviced by an Original Equipment Manufacturer ("OEM") or vendor for ACS shall be covered by the OEM or vendors warranty, if offered, subject to the terms and conditions of that OEM or vendors' warranty. If the OEM or vendors warranty has expired as of the date of Invoice, ACS shall provide a limited warranty in accordance with the terms of the ACS Warranty for a period equal to the OEM or vendors warranty period or ninety (90) days from the date of Invoice, whichever date is earlier.

TERMS & CONDITIONS

- a. Customer must notify ACS by prompt written notice upon the discovery of any alleged defect in material or workmanship prior to the expiration of the Warranty;
- b. Customer must return the part to ACS along with original documentation (8130, etc.), postage and handling prepaid, for Warranty consideration. Warranty does not include labor or other costs for removal or reinstallation of Parts;
- c. Warranty does not apply if the Part alleged to be defective has not been maintained and operated by the Customer or its agent in accordance with the manufacturer's recommendations, manuals and service bulletins;
- d. Warranty does not apply if the Part alleged to be defective and/or its component parts have been repaired or altered by any firm or entity other than ACS or an authorized agent of ACS;
- e. Warranty does not apply if the alleged defective part has been subjected to misuse, neglect, accident or other damage;
- f. Parts eligible for Warranty claim shall be repaired or replaced at the sole discretion of ACS;
- g. Parts repaired or replaced in a repair under this Warranty shall not extend the original Warranty period set forth above;
- h. ACS will only honor replacement parts with an identical or similar part made by the same manufacturer as generally sold by ACS;
- i. ACS shall prorate Warranty on all TBO, Life Limited, and Wear Limited Items.
- j. On all Parts, Warranty covers only the Parts repaired or replaced by ACS. This Warranty extends only to ACS's Customer.
- k. Warranty does not apply to Customer supplied part(s), or any damage resulting from the malfunction or failure of the Customer supplied part(s).

CLAIM PROCEDURE: Any claim under this Warranty shall be initiated by obtaining a Return Material Authorization ("RMA") from ACS WARRANTY CLAIMS via email ACSWarranty@avmats.com, telephone (636) 532-2674, or letter to ACS WARRANTY CLAIMS, 827 Texas Court, O'Fallon, MO 63366. Upon obtaining an RMA, delivery of the part or parts for warranty consideration shall be delivered to ACS for warranty claim for evaluation and disposition. All part(s) must be accompanied by copies of all appropriate paperwork identified on the RMA Checklist for the previous service or delivered part.

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 PART(S) SOLD BY ACS. ACS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO SUPPLEMENTAL LIFT, LOSS OF USE, LOST PROFITS, OR BUSINESS EXPECTANCY) ARISING OUT OF THE USE, OR INCAPABILITY OF USE, OF THE PART(S) PROVIDED BY ACS. ACS AGGREGATE LIABILITY UNDER THIS LIMITED WARRANTY, WHETHER ARISING IN CONTRACT, EQUITY, OR TORT, SHALL NOT EXCEED THE COST OF THE PART(S) SOLD BY ACS. 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.