



## LIMITED WARRANTY

### **I. LIMITED WARRANTY ON JT15D, JFTD12, JT12 ENGINE OVERHAUL:**

This limited warranty ("Warranty") applies only for engines which have been overhauled by Aviation Turbines International, Inc., d/b/a AVMATS Engine Support, 836 Texas Court, O'Fallon, MO 63366 ("AVMATS"). An overhauled engine is defined herein as one which has been overhauled in accordance with the applicable Pratt & Whitney Overhaul Manual ("Manual").

AVMATS warrants that it has performed its overhaul service on the JT15D, JFTD12, and JT12 engine in accordance with the applicable Manual. Subject to the terms and conditions and exclusions set forth below, AVMATS warrants that its work on the engine shall be free from defects in workmanship under normal operating conditions for a period of **500 hours** of operation or **12 months** from the Invoice date, whichever occurs first. Warranty includes parts and labor charges for repair and/or replacement. Customer is responsible for all other costs, including removal and reinstallation of engine, shipping, delivery and handling fees.

### **II. LIMITED WARRANTY ON JT15D, JFTD12, OR JT12 ENGINE REPAIR (NOT OVERHAULS):**

This limited warranty ("Warranty") covers repair work which is performed on Customer's engine or engine component/accessories which are not included in the above definition of "overhaul".

AVMATS warrants its performance and its repair service are in accordance with applicable manufacturer's maintenance manual. Subject to the terms, conditions and exclusions set forth below, AVMATS warrants that its repair service shall be free from defects in workmanship under normal conditions for a period of 100 hours of operation or six (6) months from the date of Invoice, whichever occurs first.

NOTE: The Warranty on all parts overhauled by a vendor to AVMATS is 90 days from the date of Invoice, or as specified by the vendors separate warranty, whichever date is longer.

### **LIMITED WARRANTY TERMS & CONDITIONS**

- a. Customer must notify AVMATS by prompt written notice upon the discovery of any alleged defect in workmanship or in a part prior to the expiration of the Warranty.
- b. Warranty does not apply if the engine or the part alleged to be defective has not been maintained and operated by the Customer or its agent in accordance with the manufacturer's manual and service bulletins.
- c. Warranty does not apply if the engine or the part alleged to be defective and/or its component parts have been repaired or altered by any firm or entity other than AVMATS or an authorized agent of AVMATS.
- d. Warranty does not apply if the engine or the part alleged to be defective has been subjected to misuse, neglect, accident or other damage.
- e. Engines repaired or parts replaced under this Warranty do not extend the original Warranty period set forth above.
- f. AVMATS will only honor replacement parts with an identical or similar part made by the same manufacturer as generally sold by AVMATS.
- g. This Warranty extends only to AVMATS's Customer and is not transferrable without AVMATS express written consent.
- h. This Warranty extends only to work performed and parts installed by AVMATS on the Customer's engine.
- i. 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 AVMATS WARRANTY CLAIMS via telephone (636) 978-5300, fax (636) 978-5306 or letter to AVMATS WARRANTY CLAIMS, 836 Texas Court, O'Fallon, MO 63366-1930. Upon obtaining a RMA, delivery of the engine or parts alleged to be defective shall be delivered to AVMATS for warranty claim 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 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'S 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.