

## LIMITED WARRANTY & RETURN POLICY

Subject to the terms, conditions and exclusions set forth below, Centurion Investments, Inc., d/b/a AVMATS Parts Support ("APS") provides the following limited warranty ("Warranty") or return policy for each part, component, or accessory ("Part") sold by APS as follows:

- 1. APS warrants each Part sold in a condition as having been INSPECTED, OVERHAULED, REPAIRED, TESTED, MODIFIED, or made SERVICEABLE by AVMATS, as evidenced by AVMATS FAA Form 8130-3, such Part will meet manufacturer's requirements, specifications, and applicable Airworthiness Directives up to and including the date of AVMATS maintenance release, and be free from defects in material and workmanship, under normal use in the manner prescribed by the original equipment manufacturer for 500 aircraft flight hours, or One-Hundred Eighty (180) calendar days from the APS Invoice date, whichever occurs first. Customer may return a Part for refund within Thirty (30) calendar days of the Invoice date in accordance with the Return Policy below.
- 2. Any Part sold as NEW, or as having been INSPECTED, OVERHAULED, REPAIRED, TESTED, MODIFIED, or made SERVICEABLE by an Original Equipment Manufacturer ("OEM") or vendor other than AVMATS (hereafter "Vendor") shall be covered subject to the applicable OEM or Vendors' warranty, if offered, and not expired as of the date of Invoice. Customer may return a Part for refund within Thirty (30) calendar days of the Invoice date in accordance with the Return Policy below.
- 3. Any Part sold as **NEW**, **NEW SURPLUS**, in **CORE** or **AS REMOVED** condition, or as a "**CONSIGNMENT PART**" (regardless of condition), Customer may return the Part for refund within Thirty (30) calendar days from the Invoice date in accordance with the Return Policy below.
- 4. Any Part sold "AS IS" shall not have any Warranty nor be eligible for return. All sales are final.

## **WARRANTY TERMS & CONDITIONS**

- Customer must provide written notice to APS and obtain a Return Authorization upon discovery of any alleged defect in workmanship or material in a Part sold by APS, prior to expiration of the applicable AVMATS or OEM/Vendor Warranty period.
- b. Customer must return the Part to APS shipping and handling prepaid, within Seven (7) calendar days after the Return Authorization has been issued by APS for Warranty to apply. The Part must be accompanied by the documentation that was included in the original sale including the 8130-3, or any other return to service or certification documents shipped with the Part(s).;
- c. Warranty does not apply if the Part has not been maintained and operated by the Customer or its agent in accordance with the manufacturer's recommendations or has been subjected to misuse, neglect, accident or other damage, or if the Part and/or its component parts have been repaired or altered by any firm or entity other than APS or an authorized agent of APS.
- d. At APS sole discretion, the Part eligible for Warranty claim shall be repaired and returned to service for continued use, replaced with a like Part, or APS shall credit a prorated amount of the original purchase price based on the remaining applicable Warranty;
- e. For a Part sent to APS for Warranty that is determined by AVMATS to be beyond economical repair (BER), APS shall credit a prorated amount of the original purchase price based on the remaining applicable Warranty;
- f. Any Part repaired or replaced under this Warranty shall not extend the original Warranty period set forth above;
- g. On all electrical items, Warranty covers only the items repaired or replaced by APS' vendors.
- h. This warranty extends only to APS Customer and is non-transferrable.
- i. Any negotiated extension of a Warranty period must be included in writing by APS on the Sales Order/Invoice to be effective.

## **RETURN POLICY TERMS & CONDITIONS**

- a. Customer must provide written notice to APS and obtain a Return Authorization upon discovery of any alleged defect in workmanship or material in a Part sold by APS, prior to expiration of the applicable AVMATS return policy period.
- b. Customer must return the Part to APS with shipping and handling prepaid, within Seven (7) calendar days after the Return Authorization has been issued by APS for Return Policy to apply. The Part must be accompanied by the documentation that was included in the original sale including the 8130-3, or any other return to service or certification documents shipped with the Part(s);
- c. At APS sole discretion, APS will replace a Part under the Return Policy with an equivalent Part, if available, or a refund in accordance with the Return Policy, subsequent to return receipt of the Part by APS;
- d. ALL returns are subject to a Twenty percent (20%) of purchase price restocking fee and/or a recertification fee.

<u>CLAIM PROCEDURE</u>: Any Warranty Claim or Return shall be initiated by obtaining a Return Authorization ("RA") from APS via telephone (636) 532-2647, e-mail <u>APSWarranty@AVMATS.com</u>, or letter to APS WARRANTY CLAIMS, 827 Texas Court, O'Fallon, MO 63366. Upon obtaining a RA, Customer shall deliver the Part(s) to APS for Warranty or Return disposition.

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 APS. APS 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 APS. APS AGGREGATE LIABILITY UNDER THIS LIMITED WARRANTY, WHETHER ARISING IN CONTRACT, EQUITY, OR TORT, SHALL NOT EXCEED THE COST OF THE PART(S) SOLD BY APS. 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.