



LIMITED WARRANTY

I. LIMITED WARRANTY ON 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 ("AES"). An overhauled engine is defined herein as one which has been overhauled in accordance with the applicable Pratt & Whitney Overhaul Manual ("Manual"). AES warrants that it has performed its overhaul service on the JFTD12, and JT12 engine in accordance with the applicable Manual as detailed on the maintenance release. Subject to the terms and conditions and exclusions set forth below, AES 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 365 calendar days 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 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".

AES 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, AES warrants that its repair service shall be free from defects in workmanship under normal conditions for a period of 200 hours of operation or 365 calendar days from the date of Invoice, whichever occurs first. NOTE: The Warranty on all parts overhauled by a vendor to AES 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 AES 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 AES or an authorized agent of AES.
- 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. AES will only honor replacement parts with identical or similar part made by the same manufacturer and sold by AES.
- g. This Warranty extends only to AES's Customer and is not transferrable without AES express written consent.
- h. This Warranty extends only to work performed and parts supplied and installed by AES 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 AES WARRANTY CLAIMS via telephone (636) 978-5300, email AWarranty@avmats.com, or letter to AES WARRANTY CLAIMS, 836 Texas Court, O'Fallon, MO 63366-1930. Upon obtaining an RMA, delivery of the engine or parts alleged to be defective shall be delivered to AES 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 AES. AES 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 SERVICES PERFORMED OR PARTS PROVIDED BY AES. AES'S AGGREGATE LIABILITY UNDER THIS LIMITED WARRANTY, WHETHER ARISING IN CONTRACT, EQUITY, OR TORT, SHALL NOT EXCEED THE COST OF SERVICES PERFORMED OR THE PARTS SOLD BY AES. 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.