

## LIMITED WARRANTY APU, LRU, ESU, & FCU

I. Auxiliary Power Unit (APU), Line Replaceable Unit (LRU), Electronic Sequence Unit (ESU) Repair, Fuel Control Unit (FCU): Aviation Turbines International, Inc., d/b/a AVMATS Engine Support, 836 Texas Court, O'Fallon, MO 63366 ("AES") warrants, subject to the terms, conditions and exclusions set forth below, its repair services for each APU, LRU, ESU, FCU, or other part or assembly are in accordance with applicable manufacturer's maintenance manual as detailed in the maintenance release provided with each APU, LRU, ESU, or FCU.

AES warrants each APU repair service shall be free from defects in workmanship under normal conditions for a period of <u>180</u> calendar days or 250 hours of APU operation from the Invoice date, whichever occurs first.

AES warrants each LRU, ESU, FCU, or other part or assembly repair service shall be free from defects in workmanship under normal conditions for a period of <u>180 calendar days</u> from the Invoice date.

NOTE: The Warranty on all parts overhauled by a vendor to AES is 90 calendar 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 an identical or similar part made by the same manufacturer as generally sold by AES.
- g. This Warranty extends only to AES's Customer.
- h. This Warranty extends only to work performed and parts 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).
- j. This Warranty is not transferrable without the express written consent of AES.

<u>CLAIM PROCEDURE</u>: Any claim under this Warranty shall be initiated by obtaining a Return Material Authorization ("RMA") from AES WARRANTY CLAIMS via telephone (636) 532-2674, email <u>AESWarranty@avmats.com</u>, 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 PART(S) 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 THE PART(S) PROVIDED BY AES. AES AGGREGATE LIABILITY UNDER THIS LIMITED WARRANTY, WHETHER ARISING IN CONTRACT, EQUITY, OR TORT, SHALL NOT EXCEED THE COST OF THE PART(S) 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.