

LIMITED WARRANTY

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") for each part, component, or accessory ("Part") sold by APS as follows:

- APS warrants that each Part sold in overhauled or repaired condition will meet manufacturer's requirements, specifications, and applicable Airworthiness Directives up to and including the date of the overhaul or repair as detailed on the maintenance release, and be free from defects in material and workmanship, under normal use in the manner prescribed by the original equipment manufacturer for <u>500 aircraft</u> <u>flight hours</u>, or <u>One-Hundred Eighty (180) calendar days</u> from the APS Invoice date, or, whichever occurs first.
- 2. Each Part sold in "**REPAIRABLE**" (core) condition, or in "**AS REMOVED**" condition shall be subject to inspection by Customer for <u>Thirty</u> (<u>30) calendar days</u> from the date of Invoice.
- 3. All Part(s) sold in "AS IS" condition are final. No warranties are provided on "AS IS" Part(s), expressed, implied, or otherwise, including, but not limited to, any warranty of merchantability or fitness for any particular purpose.
- 4. Any Part(s) sold, repaired, overhauled, or serviced by an Original Equipment Manufacturer ("OEM") or vendor for APS 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, APS shall provide a limited warranty in accordance with the terms of APS limited warranty for a period equal to the OEM or vendors warranty period or <u>One Hundred Eighty (180) calendar days</u> from the Invoice date, whichever date is earlier.
- 5. All Consignment Parts (i.e. new, repairable, as-removed, overhauled, or repaired) have a <u>30-calendar day</u> warranty period. Any Consignment Parts offered in "As-Is" condition are sold subject to paragraph 3., above.

TERMS & CONDITIONS

- a. Customer must provide notice to APS and obtain a Return Authorization upon discovery of any alleged defect in workmanship or material in a repaired or overhauled Part, or dissatisfaction with a "REPAIRABLE" or "AS REMOVED" Part, prior to expiration of the applicable 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;
- 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, manuals and service bulletins 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. Part(s) eligible for Warranty claim shall be repaired or replaced at the sole discretion of APS;
- e. Part(s) repaired or replaced under this Warranty shall not extend the original Warranty period set forth above;
- f. APS will replace "AS REMOVED" or "REPAIRABLE" Part(s) with identical Part(s), if available, or refund the purchase price subsequent to return receipt of the Part(s) by APS;
- g. APS shall either prorate the applicable Warranty on all TBO, Life Limited, and Wear Limited Items, or repair and return the Part to service for continued use based on Customer's request;
- h. On all electrical items, Warranty covers only the items repaired or replaced by APS' vendors.
- i. This warranty extends only to APS Customer.
- j. Any negotiated extension of a Warranty period must be included in writing by APS on the Sales Order/Invoice to be effective.

<u>CLAIM PROCEDURE</u>: Any claim under this Warranty shall be initiated by obtaining a Return Authorization ("RA") from APS WARRANTY CLAIMS 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 claim evaluation and disposition. All Parts 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).

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.