

**ABLE AEROSPACE SERVICES
STANDARD WARRANTY**

A. AAS Limited Parts Warranty

Able Aerospace Services (AAS) warrants approved replacement parts, overhauled parts, and repaired parts to be free from defects in material and workmanship at time of shipment. AAS' liability is limited to repairing or replacing, at AAS' sole discretion. This warranty excludes surface treatments on all components and sub-assemblies such as cadmium plating, paint coatings, chemical conversion coatings, etc. This warranty excludes corrosion damage due to harsh environment either in service or in storage. Parts that have achieved the manufacturer's recommended overhaul interval shall be considered as having fulfilled the warranty period, unless otherwise specified in AAS invoice terms.

B. WARRANTY LIABILITY PERIODS

APPROVED REPLACEMENT PARTS: Approved replacement parts are warranted for twelve (12) months from date of shipment by AAS, with the exception of Bell 407 Main Rotor Head Elastomerics part numbers 4AA-310-101-105 (Shear Bearings) and 4AA-310-102-101/-103 (Lead Lag Bearings), which are warranted for 2,500 hours of operation or three (3) years from date of shipment by AAS, whichever occurs first.

OVERHAULED PARTS: Overhauled parts are warranted for 1,000 hours of operation or twelve (12) months from date of shipment by AAS, whichever occurs first, with the exception of Bell 407 Main Rotor Head Elastomerics part numbers 407-310-100-Series (Dampers), 407-310-101-Series (Shear Bearings) and 407-310-102-Series (Lead Lag Bearings), which are warranted for 2,500 hours of operation or three (3) years from date of shipment by AAS, whichever occurs first.

REPAIRED PARTS: Repaired parts are warranted only with respect to parts replaced and repair procedures performed, and are warranted for six (6) months from date of shipment by AAS. If a warranty request is approved by AAS, repairs will be completed or the approved replacement part will be replaced, and the warranty period for the replacement part or repaired part will be limited to the unexpired portion of the warranty period for the original part repaired or replaced.

C. WARRANTY CLAIMS PROCESS

1. AAS must be notified of the alleged defect within ten (10) days of discovery.
2. The part must be returned to AAS freight prepaid, within thirty (30) days after discovery of an alleged defect with an AAS issued return authorization. All import duties, customs brokerage charges, sales tax, use taxes and miscellaneous fees, if any, are the warranty claimant's sole responsibility. AAS is not responsible for the cost of removal, reinstallation or other associated expenditures including potential loss from use of the aircraft.

LIMITATIONS APPLICABLE TO ABLE'S STANDARD WARRANTY:

This parts warranty shall be void and AAS will be relieved of all obligations and liability under this warranty, if:

1. The part has not been operated and maintained in accordance with current manufacturer's manuals, operator handbooks, written recommendations and applicable regulatory advisory circulars.
2. Proper records have not been kept, especially installation dates, when time in service is the only criterion. These records must be submitted with any claims.
3. The alleged defect in the part is caused by misuse, abuse, negligence or other mishandling on the part of someone other than AAS; or
4. If the aircraft/part is involved in an incident.

NO FAULT FOUND:

In the event AAS determines, after evaluation of a returned product, that a defect does not exist, then customer shall pay all expenses incurred by AAS related to the return including, but not limited to, costs incurred in shipping and evaluating the product and cost for any replacement part and restocking of the part. In addition, AAS shall not reimburse the customer for any costs related to the removal or reinstallation of such a part.

WARRANTY AND LIABILITY DISCLAIMERS AND EXCLUSION OF ALL OTHER WARRANTIES:

The warranty set out above is made in lieu of all other warranties and may not be altered or amended without the express written approval of an authorized officer of AAS. The warranties provided and the obligations and liabilities of AAS herein are in lieu of and customer hereby waives all other warranties expressed or implied, arising by law or otherwise (including without limitation any implied warranty of merchantability, any implied warranty arising from the course of performance, course of dealing or usage of trade, any implied warranty of fitness, or warranties of airworthiness.) AAS shall not be liable for any damage or loss, including but not limited to, loss of use, revenue or profit, general, incidental or consequential damages, subsequent or collateral damages, or damages for diminution of market value. Any Action by Buyer for breach of this warranty must be commenced within one (1) year after the cause of action accrues. The cause of action accrues when the buyer first learns that the warranty has been breached. All legal actions based upon claims or disputes pertaining to or involving this warranty including, but not limited to, AAS' denial of any claim or portion thereof under this warranty, must be filed in the state superior court located in Maricopa County, Arizona or in the United States District Court for the District of Arizona located in Phoenix, Arizona.



AEROSPACE SERVICES

A Textron Company

**ABLE MAINTENANCE SERVICE CENTER
LIMITED WARRANTY**

Able Maintenance Service Center represents and warrants to customer that all labor pertaining to the Work (hereinafter referred to as "Labor"), shall be performed by Service Center in accordance with applicable U.S. Federal Aviation Administration Regulations, Service Center standard practices and accepted industry standards (hereinafter collectively referred to as "Standards"). The entire extent of Service Center's liability under this limited warranty shall be the repair and/or replacement, as Service Center's option, of Parts requiring repair and/or replacement as a result of Service Center's failure to perform Labor in accordance with Standards. This limited warranty does not extend to manufacturers and vendors Parts including, without limitation, any defect existing in such Parts. Such Parts warranties, if any are supplied by the manufacturers and/or vendors of such Parts, should be administered directly with the equipment manufacturer. Written notice of any claim for the performance of Labor and/or repair and/or replacement of Parts, pursuant to Service Center's Limited Warranty must be given to Service Center at the facility where the Labor was performed, within one hundred fifty (150) hours of operation of the Aircraft or ninety (90) days, whichever occurs first, of delivery of the aircraft by Service Center to customer. ANY ACTION AGAINST SERVICE CENTER FOR BREACH OF THIS LIMITED WARRANTY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. TO THE EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER WAIVES AS TO SERVICE CENTER ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND WHETHER OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE OBLIGATIONS OF SERVICE CENTER SET FORTH HEREIN SHALL BE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY, HEREUNDER AND TO THE SAME EXTENT, SERVICE CENTER SHALL NOT BE LIABLE FOR ANY GENERAL, MULTIPLE, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY DAMAGES FOR DIMINUTION OF MARKET VALUE, LOSS OF USE OR LOSS OF PROFITS, OR ANY DAMAGES UPON THE THEORIES OF NEGLIGENCE OR STRICT IN TORT. THIS LIMITED WARRANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.