



## LIMITED WARRANTY

Aviation Turbines International, Inc. ("ATI") warrants, subject to the terms, conditions and exclusions hereinafter set forth in this limited warranty ("Warranty"), that the parts and services delivered by ATI are in accordance with manufacturer's requirements and specifications up to and including the date of service. ATI warrants the work performed by ATI to be free from defects in material and workmanship, under normal use in the manner prescribed by the original equipment manufacturer for a period of Twelve (12) months from the date of Invoice, or 1000 hours of operation, whichever occurs first. Any APU part, component, or accessory used in the repair or service covered by an Original Equipment Manufacturer ("OEM") or vendor for ATI 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, ATI shall provide a limited warranty in accordance with the terms of ATI's Warranty for a period equal to the OEM or vendors warranty period or Twelve (12) months from the date of Invoice, whichever date is earlier.

### LIMITED WARRANTY TERMS & CONDITIONS

- a. Customer must notify ATI by prompt written notice upon the discovery of any alleged defect in workmanship or part prior to the expiration of the Warranty period;
- b. Customer must return the part to ATI, postage and handling prepaid, for Warranty consideration;
- c. Warranty does not apply if the part alleged to be defective has not been maintained and operated by the Customer or its agent in accordance with manufacturer's recommendations, manuals and service bulletins;
- d. Warranty does not apply if the part alleged to be defective and/or its component parts have been repaired or altered by any firm or entity other than ATI or an authorized agent of ATI;
- e. Warranty does not apply if the alleged defective part has been subjected to misuse, neglect, accident or other damage;
- f. Parts eligible for Warranty claim shall be repaired or replaced at the sole discretion of ATI;
- g. Parts repaired or replaced in a repair under this Warranty shall not extend the original Warranty period set forth above;
- h. ATI will only honor replacement parts with an identical or similar part made by the same manufacturer as generally sold by ATI;
- i. ATI shall prorate Warranty on all TBO, Life Limited, and Wear Limited Items
- j. On all electrical items, Warranty covers only the items repaired or replaced by ATI.
- k. This Warranty extends only to ATI's Customer
- l. 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 ATI WARRANTY CLAIMS via telephone (636) 978-5300, fax (636) 978-5306 or letter to ATI WARRANTY CLAIMS, 836 Texas Court, O'Fallon, MO 63366-1930. Upon obtaining a RMA, delivery of the part or parts alleged to be defective shall be delivered to ATI 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 ATI. ATI SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOST PROFITS, OR BUSINESS EXPECTANCY) ARISING OUT OF THE USE, OR INCAPABILITY OF USE, OF SERVICES PERFORMED OR PARTS PROVIDED BY ATI. ATI'S AGGREGATE LIABILITY UNDER THIS LIMITED WARRANTY, WHETHER ARISING IN CONTRACT OR TORT, SHALL NOT EXCEED THE COST OF SERVICES PERFORMED OR THE PARTS SOLD BY ATI. 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.