

NATIONAL FLIGHT SERVICES, INC. COMPREHENSIVE LIMITED MAINTENANCE SERVICES WARRANTY TERMS & CONDITIONS

WARRANTY TERMS

National Flight Services, Inc. (NFS) expressly represents and warrants to its customer that maintenance performed by NFS (maintenance, preventive maintenance and alteration) on Aircraft (Fixed & Rotary Wing), Engines, Engine Parts and Engine Components/LRU's repaired or overhauled by National Flight Services (only) shall be free from defect under normal use and service for a period of:

<u>Aircraft</u>

 Ninety (90) days or 300 flight hours from the date the aircraft is returned to service, whichever first occurs.

Honeywell TPE331 & T76 Engines

National Flight Services, Inc. expressly represents and warrants to its customer that its
workmanship only on all articles maintained by it, shall be free from defect under normal use and
service for the lifetime of the engine. There is no expiration to current owner and this
"workmanship only" warranty is transferable to subsequent owners.

Honeywell TPE331 & T76 Engine Parts

Warranty on new and serviceable parts shall expire twelve (12) months from the date of
installation on the TPE331 or T76 engine. Further, National Flight Services, Inc. warrants to the
owner that each new or serviceable part sold for installation on a TPE331 and/or T76 engine will,
at the time of delivery, be free from defects in material, workmanship, title and will be of the kind
and type specified, or its authorized replacement.

Honeywell TPE331 & T76 Engine Components/LRU's Repaired or Overhauled by NFS Only

• Twelve (12) months or 500 flight hours from date the component/LRU is returned to service, whichever first occurs. Warranty for uninstalled components/LRU's is null and void beyond the 12 month period unless returned to NFS for inspection, test and recertification at customer expense prior to expiration of the initial warranty period.

National Flight Services, Inc. (NFS) expressly represents and warrants to its customer that its <u>workmanship only</u> on all articles maintained by it, shall be free from defect under normal use and service.

NFS further represents and warrants that the maintenance (Overhaul, Inspection and/or Repair services) has been accomplished in accordance with the applicable provisions of the Federal Aviation Regulations (14CFR) and/or other National Aviation Authority, as applicable.

ADDITIONAL TERMS

1. National Flight Services does not warrant parts, materials or services supplied or performed by other companies (except as stated herein), however, NFS will use its best efforts to support its customer in the processing of any claims or adjustments arising because of defective parts, materials and/or workmanship in accordance with such suppliers and subcontractors warranties.



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ADDITIONAL TERMS – Cont'd

- 2. NFS will not extend a part's warranty policy or program beyond that of the manufacturer's or supplier's standard warranty policy.
- 3. Items such as shop supplies, miscellaneous materials, sealants, adhesives, hardware, lubricants, cleaners, etc. are in no way considered "parts" or "parts installed" and are void and exempt from any and all warranty programs and policies referred to or stated herein.
- 4. This limited maintenance services warranty is not intended to and does not cover the costs of normal maintenance or overhaul.
- 5. National Flight Services limited warranty does not cover replacement of any part(s) that passed applicable inspection / test criteria and was / were not replaced by NFS during the original warranted workscope.
- 6. National Flight Services liability is limited to repairing the aircraft, engine or engine component and/or replacing parts which in the reasonable discretion of NFS is/are found to be defective.
- 7. The correction of any failure or malfunction hereunder shall in no way extend the period of this warranty except as otherwise stated herein.

WARRANTY CONDITIONS

- The term "CUSTOMER" wherever utilized in this document refers to the owner of the aircraft / engine / engine component ("ARTICLE") and any and all parties and personnel associated with the owner, including the owner / operator's representative ("CUSTOMER REPRESENTATIVE"), for the duration the article is at an NFS facility.
- 2. For any claim made under this limited warranty, the article must have been maintained and operated in accordance with the type certificate holders Instructions for Continued Airworthiness and/or other data approved by the applicable NAA, and the article cannot have been repaired or altered outside of National Flight Services, Inc. from the date it was returned to service by National Flight Services, Inc.
- 3. This warranty will not apply if the article has been subjected to any damages not within the control of National Flight Services, Inc.
- 4. The article cannot have been subjected to misuse, accident, neglect, negligence or damage by the elements.
- 5. All warranty claims by the customer must be made in writing to NFS, and the potentially defective article *must be returned to National Flight Services, Inc. for evaluation / repair within 30 days of discovery of the defect or failure.* Engines or engine components must be shipped to a National Flight Services facility, freight prepaid, after notice of failure has been given (unless such warranty work is otherwise authorized in writing by National Flight Services, Inc.).
- 6. Any and all warranty issues or claims must be carried out and accomplished at an NFS facility. If the situation requires that warranty be carried out elsewhere, NFS personnel must be utilized. Travel expenses to such location, such as food, lodging, technician travel time, rental vehicles, fuel, road tolls, etc. are not covered under warranty, and will be billed to the customer.



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WARRANTY CONDITIONS - Cont'd

7. Any and all specific or special terms and/or requests with regards to warranty programs or policies between NFS and the customer must be made and agreed upon by both parties, **prior to any claimed** warranty work being performed and/or parts being installed.

WARRANTY DISCLAIMER(S)

TO THE EXTENT ALLOWED BY APPLICABLE LAW, THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED IN FACT OR BY LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES OF REPAIR OR REPLACEMENT SET FORTH HEREIN ARE THE ONLY REMEDIES UNDER THIS WARRANTY. NFS DISCLAIMS ANY OBLIGATION OR LIABILITY, WHETHER IN CONTRACT OR IN TORT, INCLUDING LOSS OF USE OF THE PRODUCT WARRANTED, LOSS OF TIME, INCONVENIENCE, LOSS OF PROFITS, OR COMMERCIAL LOSS FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES. THIS WARRANTY IS IN LIEU OF ANY OBLIGATION OR LIABILITY ON THE PART OF NFS TO ANYONE OF ANY NATURE WHATSOEVER BY REASON OF THE MANUFACTURE, SALE, LEASE OR USE OF THE WARRANTED PRODUCTS (EXCEPT AS PROVIDED ON PG. 1), AND NFS NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH WARRANTED PRODUCTS. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, 1980, AND ANY SUCCESSOR THERETO, IS EXPRESSLY EXCLUDED FROM THIS WARRANTY.

CUSTOMER OR CUSTOMER REPRESENTATIVE

I have reviewed and accept the National Flight Services, Inc. warranty terms & conditions as stated herein:	
Company Name	
Print Name	Title
Signature	Date: