FULL TBO WARRANTY

AvidAir warrants that repairs and overhauls performed by AvidAir shall be free from defects in workmanship for the applicable warranty period subject to the terms and conditions herein. A defect shall mean the failure of Compressor Case to function in accordance with the applicable airworthiness authority or OEM's requirements due to AvidAir's workmanship. New Vane Assemblies embodied by AvidAir during an overhaul or repair shall be subject to the OEM's new part warranty. AvidAir warrants that any other parts embodied by AvidAir which have been subjected to the full AvidAir Quality Assurance and Inspection shall be free from defects for the applicable warranty period only to the extent that such defects are reasonably ascertainable.

WARRANTY PERIOD AND COVERAGE

This warranty shall be effective during the following warranty periods. The warranty period shall be the Engine Operating Time measured in hours or the number of months prescribed, whichever occurs first:

SERVICE - GENERAL	HOURS	FROM INSTALLATION	SINCE SHIPPED	COVERAGE
Compressor Case Overhaul	500 hours	1 Year	1 Year	0 – 500 hours 100%

PRODUCT - LINER	HOURS	FROM INSTALLATION	SINCE SHIPPED	COVERAGE
Carbon Fiber Composite Lining	3500 hours	3 Years	5 Years	0 – 1750 hours 100% Prorated 1750 – 3500 hours

WARRANTY CLAIMS

1. The **AvidAir identification decal** affixed to the compressor case at the time of overhaul / delivery constitutes the official means of verifying the part's traceability, configuration, and overhaul status. For this warranty to remain valid, the identification decal must remain fully intact, legible, and affixed to the compressor case for the entire duration of the warranty period. Removal, alteration, defacement, or obscuring of the decal constitutes a failure to meet warranty conditions.

2. To obtain warranty coverage, defects in workmanship must be discovered within the warranty period and AvidAir must be given prompt notice in writing no later than 5 days from the date the Customer knew or should have known of the defect. The Compressor Case must be returned to AvidAir no later than 30 days after such notification is made at the Customer's expense. The Customer must make any previously attached or related parts available to AvidAir upon request to assist in determining the cause of the defect.

3. Customer is required to cite the appropriate Manufacturer's FAA Approved Overhaul Manual and or Operations and Maintenance Manual inspection limits for **general** defects discovered in Compressor Case Assembly prior to submitting for warranty.

4. Customer is required to cite the appropriate Manufacturer's FAA Approved Operations and Maintenance Manual inspection limits for **Composite Lining** failures discovered in Compressor Case Assembly prior to submitting for warranty. "Failures" are qualified as cracking and lifting (not erosion) and the loss of Lining to the extent that it does not pass inspection in accordance with the Manufacturer's FAA Approved Operations and Maintenance Manual inspection limits.

5. This warranty is extended to the Customer that originally contracted AvidAir for the exchange transaction, overhaul or repair service and is assignable from owner to owner of the Case Assembly. Operation of Series I or Series II engine with Case Assembly installed constitutes acceptance of all terms and conditions of the warranty.

6. All sales are final and not subject to cancellation. Seller's responsibility ceases upon delivery to carrier. Title to the goods shall pass to the Customer upon delivery f.o.b. cars, vessels or trucks at point of origin of the shipment to the Customer. All claims by Customer of loss or damage occurring after delivery to carrier must be brought against carrier and not Seller.

1. The obligation of AvidAir under this warranty is limited to the repair or replacement of the parts which failed due to defects in AvidAir's workmanship and shall not include the costs of vane details, parts or labor necessary for the disassembly, reassembly, or testing of the major assembly in which the defect occurred.

2. Warranty coverage may be denied if the engine, module, or part: (1) has not been maintained and operated in accordance with the recommendations of the OEM's directives and instructions; (2) has been altered or repaired outside AvidAir facilities; or (3) has been subjected to misuse, neglect, accident or damage from the elements. Customer shall not be entitled to make any claim for allowance after the goods sold hereunder have in any way been changed, modified or processed by the Customer. It is understood that any goods delivered hereunder shall be examined for defects. The Customer shall not be entitled to deduct from the priced invoice the amount of any claim asserted by the Customer. Any claim allowed will be paid by credit memo or by Seller's check.

3. This warranty is in lieu of all other warranties expressed or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose. All other obligations and liabilities either direct or consequential on the part of AvidAir relating to engines, modules, or parts are hereby expressly disclaimed.

4. This warranty does not include, and AvidAir will not be liable for any other remedy or liability for incidental or consequential damages of any kind, including but not limited to such damages resulting from a breach of contract or warranty, alleged negligence or otherwise, damage to airframe or other property, costs or expense of operation of the engine, module, or part or other equipment, loss of the use of the aircraft, lost profits or revenue, cost of capital, cost of substitute equipment, facilities or services, downtime costs, collection costs, attorneys fees, damages of any type, or claims of Customer's buyers or other third parties for such damages, or any other loss, claim or demand of any description. Unresolved warranty disputes shall be referred to binding arbitration pursuant to the laws and in the location to be determined solely by AvidAir.

5. Seller warrants that goods delivered hereunder shall be of Seller's standard quality and that such goods are reasonably packaged and labeled. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL OR IMPLIED) INCLUDING THE WARRANTIES OF MERCHANTABILITY, USAGE OF TRADE AND FINESS FOR PARTICULAR PURPOSE. Claims of any kind applying to any shipment made hereunder must be reported to Seller in writing within 90 days after the date of the invoice and goods must be held subject to inspection by and disposition of Seller. Original shipping cartons should be available for inspection by Seller. No claim of any kind, whether as to goods delivered or for non-delivery of goods, shall be greater in amount than the purchase price of the goods in respect of which such damages are claimed. The remedy hereby provided shall be the exclusive and sole remedy of Customer. No suit or action of any nature whatsoever with respect to any shipment shall be sustainable by the Customer unless commenced within two (2) years after assertion of the claim (or within the shortest limitation period which applicable law allows). IN NO EVENT WILL SELLER BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS SALE.

6. The transaction is subject to and governed by, the terms hereof construed in accordance with, the laws of the State of Missouri. Any demand, suit, or cause of action initialed by Customer arising out of this transaction shall be brought in Kansas City, Jackson County, Missouri. No action may be maintained against Seller for loss or injury unless notice is given of such claim within a reasonable period of time (not to exceed ninety (90) days from the time Customer discovered or through the exercise of due diligence should have discovered the facts giving to the claim.

1206 Pavillion Dr
Grain Valley, MO 64029
USA
816-246-4527
www.avidair.com