

## **Hartzell Aviation Limited Warranty**

This Limited Warranty is made by one (1) of an affiliated group of companies operating under their respective name and the brand “Hartzell Aviation” (each a “Company” and collectively the “Companies”). Please refer to the Schedule to this Limited Warranty (the “Schedule”) to determine the applicable Company. This Limited Warranty applies to any new, rebuilt or overhauled aviation products provided by any of the Companies (each a “Deliverable”), consistent with the terms set forth below. The only warrantor is the Company under whose name the Deliverable appears on the Schedule, and no other Company has responsibility under this Limited Warranty.

### 1. Coverage Provided

The Company warrants that it will repair or replace defects in material or workmanship in any Deliverable provided by Company to the purchaser of such Deliverable (from the Company or authorized distributor or retailer of the Company’s product) for the applicable warranty period as identified on the Schedule, commencing on the earlier of: (a) the date of installation following the retail sale of the Company’s product; and (b) twelve (12) months after delivery by the Company to its distributor or retailer, if applicable (the “Warranty Period”). If the Warranty Period is identified on the Schedule as a period of time and number of hours of use, the warranty period expires on the earlier of the end of the period of time and reaching the number of hours of use. The only person or entities entitled to enforce this Limited Warranty are the original non retail purchaser if applicable and first retail purchaser of the Deliverable (the “Purchaser”), and this Limited Warranty is not assignable to any later purchaser or owner.

### 2. DISCLAIMER OR LIMITATION OF IMPLIED WARRANTIES

**ALL IMPLIED WARRANTIES APPLICABLE TO THE DELIVERABLES, IF ANY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IF THIS DISCLAIMER IS NOT PERMITTED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION AND SCOPE TO THE DURATION AND SCOPE OF THE EXPRESS WARRANTY SET FORTH HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

### 3. Terms and Conditions of Coverage

In order to obtain coverage under this Limited Warranty, the Purchaser must notify the Company in writing of the claim (a “Purchaser Notice”) as soon as possible but in no event later than five (5) days following the expiration of the Warranty Period. The Purchaser Notice should provide to the Company all relevant information concerning the Deliverable and the claimed

defect, but at a minimum must identify: (a) the name of the Purchaser and Purchaser's address, phone number, and email; (b) the name of the retail seller of the Deliverable; (c) the date the Deliverable was purchased by Purchaser; (d) the asserted defect in the Deliverable (e) Part number (f) serial number (g) installation date and (h) be able to show proof of purchase upon request from Company. The Company may reject any Purchaser Notice, and claim under this Limited Warranty, that does not provide the minimum information noted above. Upon receipt of an actionable Purchaser Notice, the Company will contact Purchaser with instructions for assisting in evaluation of the claim by the Company, which instructions are within the discretion of the Company but are likely to be shipment of the Deliverable (or product on which Deliverable services were provided) via Purchaser prepaid, expedited delivery to the Company or its authorized distributor or reseller with repair facility capabilities (each a "Repair Facility"). If the Company or Repair Facility determines that the Deliverable is not defective, the applicable Deliverable or product will be return shipped to Purchaser freight collect. If the Company or Repair Facility determines that there is a defect, the Company will, at its expense: (a) repair the Deliverable, replace the Deliverable, or issue Purchaser a credit that can be used to purchase Company products, in an amount equal to the purchase price that Purchaser paid for the applicable Deliverable; and (b) reimburse Purchaser the cost of the original shipment of the Deliverable or product to the Company or Repair Facility, and if applicable pay for delivery of the repaired Deliverable or replacement to Purchaser. The remedy provided under (a) is at the Company's election and discretion, and the Company reserves the right to replace Deliverables with overhauled or rebuilt replacements. While the Company does not make any representation to Purchaser with respect to the time period for warranty evaluation and administration, the Company will use good faith efforts to complete that evaluation and administration within thirty (30) days after the receipt of the Deliverable or product by the Company or its designed Repair Facility.

Purchaser is expected to promptly communicate with the Company and/or Repair Facility continuously during the warranty process. If a Deliverable is sent to the Company or a Repair Facility for warranty processing, at least three (3) attempts are made to contact Purchaser thereafter, and the Deliverable remains with the Company or Repair Facility for six (6) months without Purchaser authorization on re-delivery, the Deliverable shall be deemed abandoned by Purchaser and may be disposed of or sold without liability to Purchaser.

#### 4. What is Not Covered by Company's Limited Warranty

The Limited Warranty of the Company does not provide coverage for any of the following:

1. Any Deliverable exported to, primarily used in, or installed in a jurisdiction that does not permit use of the Deliverable for its ordinary purpose;
2. Any Deliverable not purchased through the Company or one of its authorized distributors or resellers, including but not limited to any Deliverable purchased by way of auction, salvage, or repossession;

- its
3. Failure of any consumable part or component that has reached the end of normal usable life;
  4. Parts or components of any Deliverable that were not manufactured by the Company, which parts or components may or may not be covered under a warranty by the applicable manufacturer;
  5. Normal maintenance or service items;
  6. Deterioration or fading due to wear, exposure, or other cause, including
- but
- not limited to rust, cosmetic blemishes, and discoloration; and
7. Defects or damage caused by or in any way related to:
    - a. Accidents, mis-use, theft, or negligence.
    - b. Failure of Purchaser or any other person to comply with the instructions set forth in the product manual that accompanied the Deliverable (if applicable) and applicable airworthiness manuals, directives, and guidance.
    - c. Alterations or modifications to the Deliverable.
    - d. Acts of God or other environmental conditions, such as lightning, hail, salt, or other chemicals in the atmosphere.
    - e. Condensation and the results of condensation, including water damage and the growth of mold or mildew.
    - f. Use of the Deliverable other than for traditional aviation purposes.
    - g. Failure to seek and obtain repairs in a timely manner.
    - h. Improper electric power supply.
    - i. Use of the Deliverable in conjunction with any part or system not approved for use in the aircraft in which the Deliverable is installed.
    - j. Repairs, service, and maintenance performed by persons and entities other than the Company.
    - k. Acts or omissions of any person or entity other than the Company.

## 5. DISCLAIMER OF CONSEQUENTIAL DAMAGES

**THE COMPANY HEREBY DISCLAIMS ANY AND ALL CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE DELIVERABLE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFIT, LOST REVENUE, AND DOWNTIME. THIS DISCLAIMER IS INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY, AND SHALL SURVIVE ANY DETERMINATION THAT ANY WARRANTY FAILED OF ITS ESSENTIAL PURPOSE.**

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## 6. Purchaser Obligations



Purchaser is obligated under this Limited Warranty to follow the procedure outlined in Section 3 above. Purchaser is also obligated to timely perform all inspections, maintenance, and service as required by the Deliverable manual or instruction supplied by the Company, and any issues resulting from non-compliance. If there is a potential claim under this Limited Warranty, Purchaser is responsible for taking reasonable measures to protect the Deliverable from further defect or damage until such time as this Limited Warranty can be administered.

#### 7. Statute of Limitations

No action may be brought against the Company for breach of this Limited Warranty, any applicable implied warranty, or for any other claim relating to the Deliverable, more than thirty (30) days after the expiration of the Warranty Period, unless the Warranty Period is less than one (1) year, in which case no such action may be brought against the Company more than one (1) year after Purchaser purchases the Deliverable.

#### 8. Governing Law.

This Limited Warranty shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

#### 9. Contact Information for the Company

For any claims or other matters relating to this Limited Warranty, please contact the Company via its contact information identified on the Schedule.

**THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**



## SCHEDULE TO LIMITED WARRANTY

### A. Hartzell Engine Technologies LLC

#### i. Deliverables

<b>Product</b>	<b>Warranty Term</b>	<b>Warranty Hours</b>	<b>Notes</b>
New/Rebuilt Engine Accessories and Cabin Heaters	24 months	1,000 hours	<i>Excludes Magnetos</i>
New Magnetos	24 months	500 hours	
Experimental accessories	12 months	1,000 hours	
Overhaul Accessories	12 months	500 hours	<i>Includes Magnetos</i>
Piece Parts	12 months	500 hours	
OEM Customers	N/A	N/A	<i>Varies by customer contract</i>

#### ii. Warranty Contact

[warranty@hartzell.aero](mailto:warranty@hartzell.aero)  
877-359-5355

### B. Quality Aircraft Accessories

#### i. Deliverables

<b>Product</b>	<b>Warranty Term</b>	<b>Warranty Hours</b>	<b>Notes</b>
Overhaul Accessories	12 months	500 hours	<i>Includes Magnetos</i>

#### ii. Warranty Contact

[warranty@qaa.com](mailto:warranty@qaa.com)  
918-835-6948 ext.1903

C. Aerospace Welding – AWI and Acorn Welding

i. Deliverables

<b>Product</b>	<b>Warranty Term</b>	<b>Warranty Hours</b>	<b>Notes</b>
Exhaust	12 Months	unlimited	<i>Normal installation and use</i>
Airboxes	12 Months	unlimited	<i>Normal installation and use</i>
Engine Mounts	12 Months	unlimited	<i>Normal installation and use</i>
OEM Customers	N/A	N/A	<i>Varies by customer contract</i>

ii. Warranty Contact

**Aerospace Welding: AWI (Eagan)**

[warranty@awi-ami.com](mailto:warranty@awi-ami.com)

651-379-9888

**Aerospace Welding: Acorn (Edmonton)**

[warranty@acornwelding.com](mailto:warranty@acornwelding.com)

780-447-5955 ext. 1820