

GENERAL TERMS AND CONDITIONS

OF SALE FOR COMMERCIAL COMPONENT AND LANDING GEAR PARTS ADVANCED EXCHANGE AND OVERHAUL SERVICES

1. GENERAL

The following terms and conditions of sale shall exclusively apply to all sales made by A-PRO, except as agreed in writing by A-PRO hereby excludes the Purchaser's general or specific terms and conditions, even if A-PRO has not expressly rejected their application.

The Purchaser acknowledges to have read and understood these terms and conditions of sale prior to the placement of any Order.

Contracts or Orders for the sale of Services will come into force only after written acceptance of the Supplier received by the Purchaser.

Unless otherwise agreed in writing by a duly authorized officer of the Supplier, the supply of the Services, by the Supplier to the Purchaser, are subject exclusively to the following Terms.

2. DEFINITIONS

The terms hereunder defined are read and understood as singular or plural as the case may be.

- "Core Unit" means the equipment which is exchanged and replaced by the Exchange Unit and sent to the Supplier and on which the Services will be performed.
- "Exchange Unit" means any equipment, component, or accessory ordered by the Purchaser and supplied, as an exchange, by the Supplier pursuant to these Terms.
- "Lessor" means the title owner of the Core Unit.
- "OEM" means the Original Equipment Manufacturer.
- "Order" means an order for Services sent by the Purchaser to the Supplier.
- "Purchaser" means any customer who purchases Services.
- "Supplier" means Aero Precision Repair and Overhaul Co., Inc. (A-PRO) Located at 580 South Military Trail, Deerfield Beach Florida 33442.
- "Services" means any exchange, repair or overhaul of aircraft equipment ordered by the Purchaser and performed by the Supplier pursuant to these Terms.
- "Terms" means the Terms & Conditions of Sale contained herein.

Purchaser and Supplier are jointly referred to as the "Parties" and separately as a "Party".

3. APPLICATION

3.1 Procedure for ordering and / or request for quotation:

An Order or a request for quotation issued by the Purchaser shall be deemed to be an offer by the Purchaser, written acceptance of it by the Supplier shall create the sale contract between the Supplier and the Purchaser.

Orders may be placed in writing via letter, telefax, email, or by telephone (followed by a written confirmation).

An Order for Services or a request for quotation shall contain the following information:

- the removal date of the equipment of the Purchaser;
- the reason for removal
- the requested Services
- the final destination of the equipment to be redelivered;
- the name of the Purchaser's forwarding agent or transport agent, as applicable address;



the requested Aviation Authority certification;
the part numbers of the removed equipment;
the serial numbers of the removed equipment;
TSN (calendar time), TSO, CSO and CSN of the removed equipment (when applicable);
TSN, TSO, CSO and CSN of life limited parts of the removed equipment (when applicable);
any mandatory modifications imposed by the Aviation Authority being outside of the scope of the Work Package and agreed by the Parties;
any recommended service bulletin published by the OEM being outside of the scope of the Work Package and agreed by the Parties;
the invoicing address of the Purchaser

Supplier shall systematically replace the equipment or part thereof in case any of the above-mentioned information is missing. The Purchaser agrees that the Supplier is entitled, without the prior consent of the Purchaser but at Purchaser's costs, to perform additional services and replace Components or parts that Supplier considers necessary for the proper performance of the Services.

3.2 Any Order or request for quotation shall be sent to:

Aero Precision Repair and Overhaul Co., Inc.
580 South Military Trail,
Deerfield Beach Florida 33442
Attention: Customer Service Manager
Fax: 954.428-2509

3.3 Acknowledgement receipt of an Order

The Supplier shall, in writing, acknowledge receipt of an Order received from a Purchaser within ten (10) working days following receipt of the said Order. Silence of the Supplier shall not mean acceptance of an Order.

3.4 Work scope

The Supplier shall deliver the Exchange Unit in overhauled condition and Purchaser shall ship to Supplier the non-incident repairable Core Unit of identical form, fit and function and associated Documentation. Purchaser agrees that Supplier shall thereafter complete all necessary works to fully restore the Core Unit to overhauled condition at the Purchaser's sole expenses.

In the event that the price of the repair necessary to restore the Core Unit to overhauled condition is over sixty five percent (65%) of the then OEM catalogue price of new, the equipment shall be identified as being Beyond Economical Repair (BER) and replaced by Supplier at the Purchaser's costs.

Supplier shall notify Purchaser in writing of any Core Unit declared scrap or BER. Within fourteen (14) days of receipt by Purchaser of Supplier's scrap or BER notification, Purchaser shall either:

- (1) request Supplier to return the scrap or BER Core Unit "as is"; in such case, Purchaser shall return to Supplier a written receipt of acknowledgment of the delivery of the equipment within five (5) days of the "as is" Equipment; (2) acknowledge such notification and agree to transfer such equipment's title to Supplier.

Following forty-five (45) days from issuance of such scrap/BER notification, Purchaser shall be deemed to have accepted to transfer to Supplier the scrap or BER.

4. PRICES AND STORAGE

The prices of the Services are the ones stated in the Supplier's quotation. Unless otherwise stated, all prices quoted are exclusive of any taxes or duties which could be levied in connection with the sale, delivery or use of the Exchange Units or the performance of the Services. All such taxes and duties are for the responsibility of the Purchaser.

Prices indicated in the Supplier's quotation are in US Dollars, VAT excluded and shall remain valid for the period mentioned in the Supplier's quotation.

When performing the Services, the Supplier may have to invoice out-of-scopes to the Purchaser. The Purchaser agrees to pay for such out-of-scopes charges in accordance with the terms of Article 9.

In the event Purchaser has a legitimate and substantiated reason for believing that an error has been made in any invoice sent by Supplier, Purchaser shall notify Supplier in writing of the nature of the alleged error within fourteen (14) days of the date of invoice and shall arrange a meeting with Supplier to conduct an investigation within forty five (45) days from receipt of the written notification by Supplier.

Purchaser may withhold payment but only of the amount in question, and the remainder of the invoice shall be paid pursuant to the Terms.

If an invoice adjustment is warranted, Supplier shall either correct the invoice or issue a credit invoice or reimburse Purchaser to cover the amount adjusted, if necessary. If the adjustment is not warranted, Purchaser shall pay the amounts that have been withheld within fifteen (15) days of receipt by Purchaser of Supplier's written notification of the outcome of such investigation.

5. PACKING

Exchange Units includes packing in accordance with Supplier's or OEM's own packing specifications and/or ATA300.

Any additional packing or packing crates (for sea transportation or long life packing) required by the Purchaser shall be additionally chargeable by Supplier.

The Purchaser shall deliver the Core Unit with packing in accordance with OEM's specification. The Supplier is entitled to charge to the Purchaser all costs to repack the Equipment in accordance with OEM's specification.

The Purchaser and/or the end user shall stock the Exchange Units in accordance with Supplier's or OEM's instructions as from the date of delivery. In the case of any change in such norms, the Supplier shall inform the Purchaser. The Warranty over the Exchange Units as set out in Article 13 shall be null and void if the stocking conditions defined in such norms are not applied in their entirety by the Purchaser and/or the end user.

6. SUBCONTRACTING

The Purchaser acknowledges that all or part of the Services may have been or may be performed by other maintenance, repair and overhaul companies including but not limited to the Supplier's approved third parties suppliers and consents to such subcontracting of works provided that it shall be performed in accordance with these Terms.

7. DELIVERY

7.1 Core Unit's Documentation

Purchaser agrees to provide complete back-to-birth records, non-incident statements and part movement traceability sheets (PMTS) in accordance with the relevant aircraft manufacturer and OEMs requirements and/or any associated airworthiness directives, hereinafter altogether referred as to the "Documentation". Purchaser shall provide Supplier all Documentation as defined above with all necessary updates no later than sixty (60) days before the Exchange Unit delivery date

Any part and/or component of the Core Unit received with missing Documentation will be declared scrap and replaced by Supplier at Purchaser's charge at the then current OEM's price plus a ten percent (10%) handling fee.

7.2 Transport and sales conditions

7.2.1 Delivery of the Exchange Units:

Supplier shall deliver to the Purchaser the Exchange Units Ex-Works Supplier's facility Deerfield Beach, Florida (Ex-Works ICC Incoterms 2000). The delivery shall be deemed accepted by the Purchaser at the time the Exchange Units are at Purchaser's disposal at the named delivery point. In the case of shipment of Exchange Units at the Purchaser's risks and costs, quantities received by the Purchaser shall be deemed to be the quantities acknowledged by the shipper or carrier at the time of departure.

7.2.2 Delivery of the Core Unit:

The Purchaser shall deliver to the Supplier the Core Unit together with the full back-to birth traceability records of the Core Unit no later than five (5) days from the date of delivery of the Exchange Unit. The Purchaser will deliver the core unit to the supplier DDP (DDP ICC Incoterms 2010).

Delivery shall be addressed to:
 Aero Precision Repair and Overhaul Co., Inc.
 580 South Military Trail,
 Deerfield Beach Florida 33442

In case of late delivery of the Core Unit by the Purchaser, Purchaser shall pay daily liquidated damages to the Supplier in an amount equal to the following:

Number of days late	Percentage per day
1-10	1% of OEM catalog price
11-30	1.5% of OEM catalog price
>30	2% of OEM catalog price

If the Core Unit is beyond economic repair, the Purchaser shall deliver to the Supplier a replacement Core Unit within ten (10) days of Supplier's notice. Any delay in delivery of this replacement Core Unit shall allow the Supplier to charge liquidated damages to the Purchaser in the conditions of the above table.

In case of non-delivery by the Purchaser of the Core Unit, the Supplier shall be entitled to charge to the Purchaser an amount equal to 100% of the then current applicable OEM catalog price of the Core Unit as a replacement fee.

7.3 Delivery Lead Time

Supplier shall endeavor to make delivery in accordance with the lead times set out in the quotation but these delivery times are to be treated as estimates only.

7.4 Delay in delivery

Delay in delivery shall not enable the Purchaser to reject the Exchange Units when tendered or to fail to pay in strict accordance with the payment terms set out herein. The Supplier hereby excludes any liability to the Purchaser or any third party claiming against the Purchaser for any costs, damages or losses resulting from late delivery of any Exchange Units howsoever caused.

Purchaser shall notify the Supplier of any damage to Exchange Units and/or loss, non-delivery or quantity shortage in any Exchange Units delivered hereunder as compared with the Order within forty-eight (48) hours of receipt of same.

In the case of delay in the delivery, in no event shall the Supplier be liable for incidental or consequential losses or damages, or the loss of profit, loss of revenue, loss of market or commercial loss to the Purchaser or any third party.

8. EXPORT LICENCE

Supplier will provide the Purchaser with all information as reasonably required by the Purchaser to assess any export and re-export restrictions that may affect the Equipment and associated Components and Documentation. All deliveries and grant of rights to be made by Supplier shall be subject to the granting, if required, of the necessary valid license or export authorizations from the concerned authorities (United Kingdom, France and/or the United States). Supplier shall make its best efforts to maintain all such authorizations. In the event that any requisite governmental license, consent or permit or other authorization cannot be obtained in fulfillment of any subsequent order or contract hereto, Supplier shall not be liable to the Purchaser in respect of any bond or guarantee or for loss, damage or other resultant financial penalty. The Purchaser shall provide information on the destination, end-user and end use, as reasonably required by Supplier in connection with obtaining required licenses according to the applicable regulations. The Purchaser undertakes not to sell, lend or deliver to any third party other than those approved under the applicable regulations, with or without compensation, temporarily or permanently, the deliveries and/or their components, including equipment and spares delivered in connection therewith and the know-how, the documentation and information in any way whatsoever, without a license to the extent required in the applicable regulations.

9. PAYMENT

9.1 Payment terms:

Purchaser payment terms are commensurate with those communicated to the Purchaser outside of these General Terms and Conditions. In the event the Purchaser payment terms are unclear to either party, payment terms shall be considered Cash on Delivery.

The Supplier reserves the right to alter the terms of payment without prior notice if the Purchaser fails to pay any amount owed to the Supplier or if, in the Supplier's opinion, the Purchaser's financial condition requires such alteration. Such alteration shall be in writing and the Supplier may, at the same or any subsequent time, at its discretion, suspend delivery or terminate the supply without liability to the Purchaser.

All payments due by the Purchaser shall not be subject to a right of deduction or set-off by reason of any claim of the Purchaser arising out of a Purchase Order or sale, any other transaction with the Supplier or any duties or taxes.

At the time of payment, the Purchaser shall identify the invoice number to which such payment relates.

Payment may be made to the Supplier by wire transfer, direct to the Supplier's Bank Account.

All payments are to be made in the currency invoiced.
Aero Precision Repair and Overhaul Co., Inc. Bank Details:

Currency	Bank Code	Swift Code	Account Number	Bank Address
USD	ABA: 026009593		1595511512	Bank of America 208 Harrison Road Glen Rock, NJ 07452 USA

9.2 Delay in payment:

Without prejudice to the Article 10 – "Retention of Title", the Supplier shall be entitled to charge, to the Purchaser, interest at zero point one percent (0.1%) per day on the total amount of any unpaid invoice from the due date of such payment until payment is made in full.

An additional amount of ten percent (10%) of the unpaid invoice amount will be automatically payable by the Purchaser to the Supplier in compensation for costs incurred in connection with such delay.

9.3 Discount:

No discount will be granted to the Purchaser in case of payment made in advance of the payment due date.

9.4 New Purchaser terms:

The Supplier reserves the right to approve or deny any credit applications in its absolute discretion.

All new Purchasers wishing to place Purchase Orders with the Supplier must provide, at the Supplier's request, either an irrevocable, confirmed letter of credit in accordance with Supplier's requirements or advance payment for the amount of the Purchase Order.

Existing Purchasers wishing to revise their credit limits should contact the Supplier.

10. RETENTION OF TITLE – TERMINATION OF THE SALE



10.1 *The Purchaser hereby agrees, or the Purchaser procures on behalf of the relevant Lessor (as the case may be) that title to each Core Unit delivered to the Supplier shall pass from the Purchaser or the relevant Lessor (as the case may be) to the Supplier immediately upon delivery to the Supplier, free and clear of any liens and encumbrances. Upon request, the Purchaser shall issue in favor of the Supplier any bill of sale relating to any core unit deemed necessary, in a form and substance satisfactory to the Supplier. The Purchaser shall hold harmless and indemnify the Supplier against the consequences of all claims arising out from the use, possession or transfer of the said core unit by the Supplier.*

10.2 *The Purchaser hereby agrees or the Purchaser procures on behalf of the relevant Lessor (as the case may be), that title to the Exchange Unit provided by the Supplier shall be retained by the Supplier and shall not pass from the Supplier to the Purchaser or to the relevant Lessor (as the case may be) until payment in full of all sums due and payable by the Purchaser under these Terms, including the out-of-scope price.*

Until such time as title to the Exchange Unit provided by the Supplier shall pass from the Supplier to the Purchaser or the relevant Lessor (as the case may be),

- (i) The Supplier shall have absolute authority to retake, sell or otherwise deal with or dispose of all, any or part of the Exchange Unit in which title remains vested in the Supplier;
- (ii) For the purpose specified in (i) above, the Supplier or any of its agents or authorized representatives shall be entitled at any time and without notice to enter upon any premises in which the Exchange Unit or any part thereof, or any aircraft on which the Exchange Unit or any part thereof is installed, is stored, kept or used, or is reasonably believed so to be;
- (iii) The Supplier shall be entitled to seek a court injunction to the Purchaser or the relevant Lessor (as the case may be) from selling, transferring or otherwise disposing of the Exchange Unit.

10.3 *The Purchaser hereby procures to the Supplier that Lessor shall ratify or consent ex post facto to the Purchaser entering into the Services with the Supplier, to transfer title to the Core Unit pursuant to Article 10.1 and to accept the terms of Article 10.2.*

10.4 *The Purchaser shall ensure compliance with Supplier's rights and interests under this Article 10 in all circumstances, by any means and at its own expenses and not do or knowingly permit to be done any act or thing, which might reasonably be expected to jeopardize the Supplier's rights and interests under this Article 10. If the Purchaser fails to carry out its obligations in respect of this Article 10, the Purchaser shall indemnify the Supplier against all cost, expenses and damages which the Supplier may incur or suffer due to this failure.*

10.5 *The Purchaser will to the extent possible under applicable laws and at its costs register, or procure that the same be registered, the retention of title clause appearing in Article 10.2 hereto over the Exchange Unit in the appropriate registry of title and security in the Purchaser's jurisdiction and (if necessary) in the Lessor's jurisdiction. The Purchaser further acknowledges that the Supplier is entitled to notify to the Lessor the existence and the terms of all or part of these Terms, including this Article 10, in a form and substance satisfactory to the Supplier, at the cost of the Purchaser.*

10.6 *Should judicial proceedings prove to be necessary to allow the Supplier to retake possession of the Exchange Unit either subject to attachment or otherwise in possession of any third party including the Lessor, the Purchaser agrees to allow access by the Supplier representatives to the Exchange Unit at any time if still under the possession of the Purchaser and shall bear all costs resulting from any such judicial proceedings.*

11. CONFIDENTIALITY

The Purchaser shall keep confidential and protect against any release to third parties, the documents, information and data identified as confidential, received from the Supplier in relation to the Order (the "Confidential Information").

The Purchaser shall:

- (i) hold in strict confidence the Confidential Information, and
- (ii) not disclose or place at the disposal of third parties the Confidential Information without prior written agreement of the Supplier, and
- (iii) ensure that its personnel comply with all such obligations contained in this Article 10.

The Purchaser shall not reproduce or have reproduced the Confidential Information without the prior written agreement of the Supplier. Upon Supplier's request, the Purchaser shall promptly return the Confidential Information or take the necessary measures as indicated by the Supplier.

The confidentiality obligations contained herein shall continue during a ten (10) year period following the delivery of the last Purchase Order to the Purchaser.

12. PROHIBITION OF SALES TO THIRD PARTIES

The Purchaser shall not transfer any rights or obligations under an Order in whole or in part without having obtained the prior written agreement of the Supplier.

13. WARRANTY

Contractual warranty:

The Supplier warrants that the Exchange Unit delivered by the Supplier to the Purchaser conforms to the Warranty clause attached at Attachment 1.

The warranty defined in Attachment 1 (the "Warranty") constitutes the full extent of the Supplier's warranties, obligations and liabilities, express and implied, in fact and in law, with respect to any breach of warranty, any representation or warranty in respect to fitness for a particular purpose or merchantability and any implied warranties other than the foregoing. All warranties and liabilities other than contained in this Warranty are hereby excluded and in no event shall the Supplier have any responsibility to the Purchaser arising from a breach of Warranty or otherwise.

For out of warranty equipment or for equipment for which the warranty claim is rejected by the Supplier, the Supplier and the Purchaser shall agree on measures to be taken on these equipment (repair, cost of transportation,).

14. FORCE MAJEURE

The Supplier shall not be liable for delay in performing or failure to perform obligations if the delay or failure results from events, circumstances or causes beyond its reasonable control and not occasioned by its fault or negligence, including but not limited to, acts of God or the public enemy, war, warlike operations, terrorism, insurrections or riots, civil or foreign armed aggression, sabotage, fires, floods, exploding, earthquakes, natural disasters or serious accidents, epidemics or quarantine restrictions, any act of government or any agency or subdivision thereof, judicial action, government requisition, restrictions, regulations or decrees relating to necessary supplies, governmental priorities, allocation regulations or orders affecting materials, facilities or completed equipment, strikes or labour troubles causing cessation, slowdown or interruption of work, inability after due and timely diligence to procure materials, accessories, equipment or parts, failure or delay in transportation, failure of a subcontractor or the Supplier to furnish materials, accessories, equipment or parts due to the above mentioned causes.

Such delay or failure shall not constitute a breach of these Terms and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.

15. RISK- LIABILITY – INSURANCE

15.1 Notwithstanding the provisions related to the Retention of Title under Article 10 of these Terms, risk on the Exchange Unit shall pass to the Purchaser at the time the Exchange Unit is placed at the Purchaser's disposal at the place of delivery, in accordance with the Incoterms published by the International Chamber of Commerce (2000) applicable to the Order.

15.2 The liability of the Supplier to the Purchaser arising out of or connected with or resulting from the Services whether in contract, tort (including negligence) or otherwise shall not in any event exceed thirty percent (30%) of the purchase price of the Services giving rise to Purchaser's claim. In no event shall the Supplier be liable for incidental or consequential losses or damages, or the loss of profit, loss of revenue, loss of market or commercial loss. Beyond the amount of liability here above mentioned, Purchaser and its insurers hereby agree to waive any rights of recourse and shall indemnify Supplier, its directors, officers, agents, employees and its insurers (collectively "indemnities") and hold harmless Supplier against all proceedings, costs, expenses, liabilities, loss or damage which Supplier incurs or suffers in respect of any claims made by any third party and related to any of the obligations to be performed by Supplier pursuant to these Terms (collectively "Losses") unless and to the extent that such Losses are due to Supplier's gross negligence or wilful misconduct.

15.3 The Purchaser shall obtain and maintain until the transfer of title or return of the Exchange Unit to the Purchaser, from a AAA insurance company the following insurances: (i) a comprehensive general liability insurance and (ii) an aircraft products liability insurance, from the date of transfer of risks on the Equipment as set out under these Terms. In addition, Purchaser shall ensure that for the duration of the Services and/or contract between the Parties and for two (2) years after its termination Supplier is named as an additional insured under Purchaser and/or its customers' all risks insurance and aircraft products liability. The payment of the indemnity under the all risks insurance policies shall be paid directly to Supplier.

This insurance shall be sufficient to cover at all times the replacement value of the Exchange Unit until full payment for the Services.

The Purchaser shall provide the Supplier on demand with the corresponding certificate issued by the insurance company and shall identify the type of insurance policy, the amount of the coverage and the termination date.

16. LAW AND JURISDICTION

These Terms and any Repair Order taken under these Terms and any dispute arising in relation to them shall be governed by and construed in all respects in accordance with the Florida State law, to the exclusion of its conflict of law rules. The Convention on the International Sale of Goods (CISG) shall not apply.

a- If the Purchaser is located within the United States of America:

Any dispute under this Agreement, if not resolved amicably within thirty (30) days, will then be finally determined without recourse to the exclusive jurisdiction of the courts of Florida. In no circumstances, shall this prevent Seller from obtaining injunctive relief before a competent jurisdiction. If either party refers these Terms to an attorney to enforce its rights hereunder, the prevailing party shall be entitled to all reasonable attorney's fees for pre-trial, trial and appellate proceedings.

b- If the Purchaser is located outside the United States of America:

Any dispute under this Agreement, if not resolved amicably within thirty (30) days, will then be finally determined by arbitration. The arbitration shall occur in Dallas under the then current rules and supervision of the American Arbitration Association. The arbitrator(s) shall not have the power to award punitive or exemplary damages. The decision and award of the arbitrator or arbitrators shall be final and binding and the award rendered may be entered in any court having jurisdiction.

The Parties shall each pay their own attorney's fees associated with the arbitration and shall pay the other costs and expenses of the arbitration as the rules of the American Arbitration Association provide.

In no circumstances, shall this prevent a party from obtaining injunctive relief before a competent jurisdiction.

17. LANGUAGE

Unless otherwise agreed between the Supplier and the Purchaser, all correspondence and documentation shall be written in the English language.

ATTACHMENT 1. WARRANTY CLAUSE

**AERO PRECISION REPAIR AND OVERHAUL CO., INC.
REPAIRS, OVERHAULS and MODIFICATIONS-LIMITED WARRANTY**

AERO PRECISION REPAIR AND OVERHAUL COMPANY, INC. (“A-PRO”) is pleased to make the following warranty to its customers subject to the terms, conditions, limitations, exclusions and disclaimers set forth in this warranty document.

WARRANTY

A-PRO warrants that its workmanship and the materials it provides in the repairs, overhaul and modification of customer supplied units, shall: (i) be free from defects for the period outlined below; (ii) comply with applicable United States Federal Aviation and E.A.S.A. regulations, and (iii) comply with the applicable manufacturer’s specifications and test procedures.

DURATION

The duration of A-PRO’s warranty **shall commence on the date A-PRO returns the serviced unit back to the customer** and shall terminate **on the earliest occurrence** of any of the following events with respect to workmanship and materials:

- Four (4) years after commencement for Landing Gear
- Two (2) years after commencement for Accessories, wheels and brakes.

A-PRO’s OBLIGATIONS

The obligation of A-PRO under its warranty is limited to; (i) the repair of the defective unit, or (ii) the replacement of the defective unit with a new, overhauled or repaired unit. The decision to repair or replace the defective unit is solely at the discretion of A-PRO. A-PRO’s maximum liability for any loss or damage arising out of or in any way connected with or resulting from the performance of the defective unit shall be limited to the total price paid by CUSTOMER hereunder. **In no event shall A-PRO be liable for consequential or special damages.** (See also opposite side.)

CUSTOMER’S OBLIGATIONS

Unless otherwise agreed to, the customer shall provide A-PRO with a clear, legible written warranty claim within forty-five (45) days after customer’s discovery of a defect covered by A-PRO’s warranty. The claim shall describe the nature of the defect in detail; the operating conditions under which it was discovered and the date and time of the customer’s discovery. The customer shall also return the defective unit to A-PRO together with its warranty claim. If the customer fails to provide its written statement and the defective part to A-PRO, the warranty claim shall be deemed rejected for administrative reasons.

Additionally, upon A-PRO’s request, the customer shall furnish pertinent aircraft operational and/or maintenance records and logs so that a determination of the cause of the defect and/or the date of installation of the defective unit can be ascertained. Such documents should include records of any incident, accident or unusual occurrence encountered by the customer or operator of the aircraft on which the unit in question was installed prior to discovery of the defect.

EXCLUSIONS

A-PRO’s warranty does not apply to:

- A. Units which were not maintained, stored, handled, installed, inspected, serviced, operated or repaired in accordance with the procedures recommended by the manufacturer of the unit;
- B. Parts incorporated in the unit which is commonly referred to as “wear and tear” items (such as pads, filters, discs, hoses, proximity switches, potentiometers, wiring harnesses and similar components).
- C. Units whose manufacturer’s identification tag has been removed or obliterated or cannot otherwise be identified.
- D. Units which were damaged or otherwise became defective as a result of an incident or accident involving the aircraft on which the unit was installed;
- E. Units which were damaged or otherwise became defective due to the failure or malfunction of another part or unit (**i.e., consequential or resultant damage**);

- F. Units which were damaged or otherwise became defective due to corrosion resulting from or related to improper storage, servicing, testing and/or inspections.
- G. Units whose defect is not attributable to work performed or materials supplied by A-PRO.
- H. A-PRO's warranty does not cover modifications, alterations or inspections required under any manufacturer's service bulletins or airworthiness directives published by the United States Federal Aviation Administration or any other government's airworthiness authority.
- I. Customer's incurred expenses resulting from troubleshooting, testing, removal, shipment to A-PRO and reinstallation of the unit; nor to indemnification for use of an alternate unit or component or for loss of aircraft use during period of repair or replacement of unit.

GENERAL CONDITIONS

The following conditions apply to A-PRO's warranty:

- A. Shipping charges related to transporting the unit to A-PRO's facility may be paid for by A-PRO, at its sole option.
- B. The customer shall pay A-PRO's standard charges for trouble shooting, testing and shop charges associated with removal and reinstallation of the unit component parts, where a select component(s) only of a unit is covered by warranty.
- C. Any defective unit which is replaced under A-PRO's warranty shall automatically become the property of A-PRO; while simultaneously the replacement unit becomes the property of the customer.
- D. Replacement units supplied by A-PRO shall have the same warranty termination date as the defective unit sent in by the customer (i.e., the replacement unit shall only have the benefit of the unexpired portion of the original unit's warranty).
- E. The rights and obligations of the parties under this warranty shall be construed, interpreted and applied under the laws of the State of Florida including its Uniform Commercial Code.
- F. A-PRO's warranty may not be altered, amended or modified without A-PRO's express written consent. However, this warranty subject to the terms, conditions, limitations, exclusions and disclaimers set forth herein is **freely assignable by A-PRO's customers.**

EXCEPT AS EXPRESSLY SET FORTH IN THE WARRANTY DOCUMENT, A-PRO MAKES NO OTHER EXPRESS NOR IMPLIED WARRANTY. A-PRO EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. UNDER NO CIRCUMSTANCES SHALL A-PRO BE LIABLE FOR DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF A BREACH OF ITS WARRANTY (INCLUDING THE LOSS OF USE OF AN AIRCRAFT) EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY DOCUMENT.