

VT Volant Aerospace Standard Warranty Policy

1. VT Volant Aerospace LLC (Volant) warrants its goods to be free from defective workmanship. This warranty is restricted to those instances which, in the opinion of Volant, reveal defective workmanship by Volant, and this warranty does not extend to any claim, purported claim, failure or damage attributable to:
 - (a) inherent vice, rust, corrosion or the entry of foreign materials, bird strikes, lightning strike or other weather calamities;
 - (b) failure to operate and/or maintain, store, install, use, preserve, or care for the goods in accordance with the manufacturer's specifications or aviation authorities requirements;
 - (c) any contamination, abuse, wilful misconduct, neglect or negligence after delivery to Buyer;
 - (d) the component, or the aircraft it was fitted to, being subject to any misuse or having been involved in any accident;
 - (e) any repair or alteration by parties other than Volant;
 - (f) If any defect arises from fair wear and tear, willful damage or abnormal working conditions; or
 - (g) any component upon which no work was performed by Volant.
2. The warranty provided herein supersedes and voids any warranty or limited warranty provision contained in any of the buyer's documents related to the buyer's purchase of the product from Volant.
3. This warranty may not be modified or changed in any respect except by written agreement executed by an authorized representative of Volant and of the buyer.
4. The obligation and responsibility of Volant under this warranty is expressly limited to assuming the cost of labour and material required to replace or repair at Volant's facility the primary damage sustained by the component and caused solely and directly by the defective workmanship of Volant provided that the buyer has advised Volant in writing of any claim of defective workmanship within seven (7) days from the date of discovery of the claimed faulty workmanship, and provided that the component shall have been returned to Volant within fourteen (14) days after the discovery of the claimed faulty workmanship.
5. Volant's warranty is limited to the time period as follows, commencing from the date of shipment from Volant's facility:

| CONDITION OF SOLD PARTS | WARRANTY PERIOD |
|---|---|
| 'As is' / 'As removed' / 'Unserviceable' condition: | No warranty coverage |
| Repaired by Volant: | 6 months |
| Overhauled by Volant | 12 months |
| New parts manufactured by Volant: | 12 months |
| Engineering and technical consulting services: | 12 months |
| Flow-through parts supplied by Volant: | The part manufacturer's or supplier's warranty policy and period shall apply. Volant shall not be liable for any defect that is not repaired, overhauled or manufactured by Volant. |

6. A new warranty period will not be established for an item repaired or replaced under warranty. Such items are warranted for the remainder of the original warranty period only.
7. Under no circumstances shall Volant be liable for:
 - (a) the removal of Volant's goods from any aircraft or the buyer's equipment or
 - (b) re-installation of Volant's goods onto any aircraft or the buyer's equipment.
8. Title to the goods or any parts thereof which are returned to Volant by the buyer and which Volant subsequently replaces pursuant to the terms of this warranty, shall re-vest in Volant.
9. Volant's obligations under this warranty shall not apply if the buyer has failed to make payment in

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accordance with the payment terms of Volant's invoice.

10. A warranty claim by the buyer in respect of defect in the component shall not entitle the buyer to cancel or refuse such delivery or payment for such component.
11. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY NON-CONTRACTUAL LIABILITIES INCLUDING PRODUCT LIABILITIES BASED UPON NEGLIGENCE OR STRICT LIABILITY, ANY ADDITIONAL OR DIFFERENT LIABILITIES ASSUMED BY VOLANT MUST BE CONTAINED IN WRITING AND SIGNED BY AN AUTHORIZED EMPLOYEE OF VOLANT.
12. THE OBLIGATIONS OF VOLANT UNDER THIS WARRANTY ARE LIMITED TO REPAIR OR REPLACEMENT OF PARTS OR PARTS' SUBCOMPONENTS, AND DO NOT INCLUDE ANY REMEDY OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER FOR DAMAGE TO AIRFRAME OR OTHER PROPERTY, FOR BODILY INJURY, FOR COSTS OR EXPENSES OF OPERATION OF COMPONENTS OR AIRCRAFT, FOR COMMERCIAL LOSSES OR LOST PROFITS DUE TO LOSS OF USE OR GROUNDING OF ENGINES OR AIRCRAFT OR OTHERWISE.
13. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, ALLEGED NEGLIGENCE OR OTHERWISE, SHALL VOLANT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF UNITS OR UNITS' SUBCOMPONENTS OR OTHER EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF BUYER(S) FOR SUCH DAMAGES.