

AERMECCANICA srl - WARRANTY POLICY

Aermeccanica srl (Aermeccanica) warrants that all components provided at the time of delivery will be free from defects in material and workmanship.

Obligation under warranty however, shall be limited to repairing or replacing any unit that is returned within the stipulated warranty period, and is limited to mechanical or electromechanical assemblies and / or electronic parts or electronic assemblies that were replaced at time of repair / overhaul. No other warranties shall be expressed or implied by law or otherwise and no further obligation or liability shall be incurred by Aermeccanica by reason of sale or use of any such product. In no event shall Aermeccanica be liable for special or consequential damages. Aermeccanica shall not be responsible for equipment removal, examination, reinstallation, or transportation.

Aermeccanica shall not be obligated hereunder, if examination discloses that such apparent defects are due to tampering, improper handling or use, improper operation or storage, or otherwise not maintained in accordance with the published instructions, or if any attempt is made to repair seemingly defective units. All warranty repairs must be performed by:

Aermeccanica srl
Via Monte Grappa, 2
21015 Lonate Pozzolo (VA)
Italy

Each unit shall be returned with Aermeccanica EASA Form 1 certificate attached. The certificate date indicating start of warranty period. The return must be authorized by Aermeccanica.

INSPECTION AND CERTIFICATION

On units that are only inspected and recertified found to be within tolerance as described by the manufacturer's specifications, there will be no warranty implied.

REPAIRS

Repair of Components (no wheels & brakes)

ATA Chapter: 28 – 29 – 73 – 77 - 79

Aermeccanica liability hereunder is conditioned on defects becoming apparent within three (3) months or 300 flight hours WCF from date of certificate. This warranty does not give full coverage on any failure during this time period, but is limited to the repair and, or replacement of the parts and / or sub-assemblies replaced during the maintenance services.

Repair of Components (no wheels & brakes)

ATA Chapter: 24 – 25 – 26 - 35 – 36 - 38

Aermeccanica liability hereunder is conditioned on defects becoming apparent within one (1) month or 100 flight hours WCF from date of certificate. This warranty does not give full coverage on any failure during this time period, but is limited to the repair and, or replacement of the parts and / or sub-assemblies replaced during the maintenance services.

Repair of Wheels & Brakes (tires excluded)

Aermeccanica liability hereunder is conditioned on defects becoming apparent within one (1) month or 100 flight hours WCF from date of certificate. This warranty does not give full coverage on any failure during this time period, but is limited to the repair and, or replacement of the parts and / or sub-assemblies replaced during the maintenance services.

OVERHAUL

Overhaul of Components (no wheels & brakes)

ATA Chapter: 28 – 29 – 73 – 77 - 79

Aermeccanica liability hereunder is conditioned on defects becoming apparent within six (6) months or 600 flight hours WCF from date of certificate. This warranty does not give full coverage on any failure during this time period, but is limited to the repair and, or replacement of the parts and / or sub-assemblies replaced during the overhaul.

Overhaul of Components (no wheels & brakes)

ATA Chapter: 24 – 25 – 26 - 35 – 36 - 38

Aermeccanica liability hereunder is conditioned on defects becoming apparent within three (3) months or 300 flight hours WCF from date of certificate. This warranty does not give full coverage on any failure during this time period, but is limited to the repair and, or replacement of the parts and / or sub-assemblies replaced during the overhaul.

Overhaul of Wheels & Brakes (tires excluded)

Aermeccanica liability hereunder is conditioned on defects becoming apparent within three (3) months or 300 flight hours WCF from date of certificate. This warranty does not give full coverage on any failure during this time period, but is limited to the repair and, or replacement of the parts and / or sub-assemblies replaced during the overhaul.

TOOLS AND EQUIPMENT

Aermeccanica liability hereunder is conditioned on defects becoming apparent within one (1) month from date of certificate. This warranty does not give full coverage on any failure during this time period, but is limited to the repair and, or replacement of the parts and / or sub-assemblies replaced during the services.

NO FAULT FOUND RETURNS

If a unit is removed from an aircraft and found to meet all of the manufacturers test specifications, the customer will be responsible for the inspection and recertification charges.

ELECTRONIC / ELECTRICAL COMPONENTS

Electronic components are tested and their function verified at the time of test. There is no way to verify the service life of an electronic / electrical component without destroying it. Therefore it is Aermeccanica's policy to warranty only the electronic / electrical components replaced at the time of repair / overhaul.

SALE OF PARTS

The parts supplied for sale are covered by manufacturer warranty and Aermeccanica does not warrant them.

SPECIAL CONSIDERATIONS

Aermeccanica will assign material and parts warranties to Customer for all components or subassemblies serviced, to the extent permitted by the manufacturer or supplier, in accordance with their published warranty.

EXCLUSIONS TO WARRANTY

Warranties are excluded for units that have been subjected to misuse, neglect, or contamination; damaged by accident; rendered defective by improper storage, installation, removal, operation, or maintenance; by aircraft or aircraft wiring. Any component received with the warranty seals removed, repair or alteration at a place other than Aermeccanica, unless such work was performed with the express written consent of Aermeccanica, are excluded by warranty.

Warranties are excluded for all the tires.

WARRANTY CLAIM PROCEDURES

- a) All returns must be shipped to Aermecanica, all transportation charges prepaid, packed in the original or comparable packing, and shipped via a reliable source.
- b) Components or Assemblies returned must be clearly marked as being subject to warranty consideration.
- c) Customer will provide to Aermecanica a detailed written description of the claimed warranty, to include:
 - i) Installation Date
 - ii) Date of Failure
 - iii) Hours/Cycle of use from installation to removal or occurrence.
 - iv) Description of the nature of the failure
 - v) Aircraft Tail Number (if component was installed on an aircraft)
 - vi) Handling or Packaging Damage (photograph damages is required)
- d) Aermecanica will, at its option, either repair or replace any properly claimed warranty item that is found to be defective as soon as possible, after receipt of such components. Aermecanica shall not be responsible for any removal or reinstallation costs incurred by the Customer incident to such repair or replacement.
- e) In the event that Aermecanica repairs or re-services a component under this warranty, the warranty provided herein shall extend to such repair or re-serviced unit for the remainder of the original Warranty Period applicable to the item and no new Warranty Period shall be established.

THE WARRANTY PROVIDED IN THIS CLAUSE AND THE OBLIGATIONS AND LIABILITIES OF AM HEREUNDER AND THE RIGHTS AND REMEDIES OF CUSTOMER HEREUNDER ARE EXCLUSIVE AND IN LIEU OF AND CUSTOMER HEREBY WAIVES ALL OTHER WARRANTIES, GUARANTEES AND OBLIGATIONS OF AM AND ALL OTHER LIABILITIES, RIGHTS AND REMEDIES OF CUSTOMER, EXPRESS OR IMPLIED ARISING BY LAW, OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OBLIGATION OR LIABILITY OF AM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE GOODS AND SERVICES FURNISHED HEREUNDER, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE. AM MAKES NO OTHER WARRANTY BEYOND THAT CONTAINED IN THIS WRITING. THIS PROVISION SHALL NOT BE EXTENDED, ALTERED OR VARIED, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY AM. IN NO EVENT SHALL AM BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING UNDER OR RELATED TO THIS AGREEMENT OR BY REASON OF THE USE OR LOSS OF USE OF THE GOODS OR SERVICES FURNISHED HEREUNDER.