

## **Accessory and Instrument Limited Warranty Policy**

- 1) <u>Limited Service Warranty:</u> Each item repaired or overhauled by Freedom Aero Service Inc. shall, at completion be free of defects in material and workmanship other than those defects, if any, that existed in the item at the time it was received by Freedom Aero Service Inc. and were not curable by the repair or overhaul done by Freedom Aero Service Inc. Unless noted, at the time of return to the customer, each item or product repaired or overhauled by Freedom Aero Service Inc. shall be free of defects in material and workmanship provided or furnished by Freedom Aero Service Inc. Each item shall be warranted to be fit for normal use, subject to the conditions and requirements of paragraphs 2 to 7, below.
- 2) Upon receipt of a claim that an item or product subject to this limited warranty contains a defect or defects as the result of material or services provided by Freedom Aero Service Inc. for the repair or overhaul thereof, Freedom Aero Service Inc. shall, in its discretion, make a determination as to whether the claimed defect(s) is subject to said limited warranty, and if the finding is affirmative, either repair or replace such item.
  - **A)** New Products: Manufacturers warranty, if any are available for any item found to be defective will, where permitted by the manufacturer, be passed through Freedom Aero Service inc's customers. Freedom Aero Service Inc's warranty policy does not otherwise apply.
  - **B)** Overhauled Products; The period of this limited warranty shall be one (1) calendar year from date of shipment by Freedom Aero Service Inc. subject to the following terms and conditions.

## 1) Rotary Items / Instruments:

- (a) Five hundred (500) hours: subject to normal wear and tear and historical installation limitations.
- (b) **Repaired Products:** The period of this limited warranty shall be ninety (90) days from the date of shipment by Freedom Aero Service Inc. to the customer, or one hundred (100) hours of operation, whichever shall first in time occur. NOTE: where the repaired part or parts belong to a larger or more complex unit of equipment, this limited warranty applies only to the repaired part or parts and shall not under any circumstances be deemed to be a warranty as to the total of the unit of equipment.
- 2) Static / Electronic Items Six hundred (600) hours.
- C) Bench Test / Re-certification: No warranty is made or implied.
- **D)** Extensions: The replacement of a defective part by Freedom Aero Service Inc shall not extend the periods of warranty set herein.

- E) <u>Claims not Allowed:</u> Parts or units submitted for warranty repair under this limited warranty, which are determined ineligible for such repair, may still at the customers discretion and expense be repaired or overhauled.
- 1) It shall be the customers responsibility to provide to Freedom Aero Service Inc. all data and information necessary for Freedom Aero Service Inc. to review claims made under this limited warranty, including but not necessarily limited to the following:
  - A) Date part or unit was installed
  - **B**) Date of alleged failure
  - **C**) Number of operating hours subsequent to installation and prior to alleged failure
- 2) It shall also be the customers responsibility to return the part or parts to Freedom Aero Service Inc. prior to the expiration of the applicable warranty period(s), with all seals intact, unaltered from its condition at the time it was delivered to the customer by Freedom Aero Service Inc. Parts or units that have been abuse or improperly installed by persons other than authorized Freedom Aero Service Inc. representatives are not covered by this limited warranty.
- 3) The warranty does not include the cost, or portions of cost, for removal and reinstallation of the part or unit, nor does it include any cost of shipping or transportation. The warranty does not include the cost, or portions of the cost, to troubleshoot the aircraft.
- 4) All returns must be sent by reliable means in original or comparable packaging.
- 5) This warranty shall not apply to any unit or part thereof, which, in the judgment of Freedom Aero Service Inc., has not been installed in accordance with the manufacturer's instructions, or has been subject to misuse, contamination, negligence or accident.
- 6) Freedom Aero Service Inc's. liability under the limited warranty policy to the customer is limited for such product or service proved so defective to the repair or replacement of such equipment upon return to Freedom Aero Service Inc. in accordance with the terms and requirements of the forgoing policy. Except as expressly stated above, Freedom Aero Service Inc. makes no warranty as to products or services, express or implied and Freedom Aero Service Inc. specifically disclaims all other warranties, including without limitations, the implied warranties of merchantability and fitness for a particular purpose. The forgoing limited warranties are given in lieu of any and all other warranties, guarantees, obligations, rights and remedies, express or implied, whether based on negligence, contract, strict liability, tort or otherwise. In no event will Freedom Aero Service Inc be liable for any incidental, consequential or special damages.