

Limited Warranty Engine and Component Overhaul and Repair

Timken Alcor Aerospace Technologies Inc., doing business as “**Timken Overhaul Services** (‘TOS’), provides the following Limited Warranties for the repair and overhaul of Engines, Engine Parts and Components, and Airframe Parts and Components

Overhauled or repaired Engines, Airframe Parts, and Engine or Airframe Components shall be free from defects in material and workmanship, as determined by TOS standards of repair and overhaul, or any applicable FAA Certified or United States Military overhaul or maintenance standards, in accordance with the following terms:

Our customer’s **exclusive** remedies for any warranty claims are provided as follows:

<u>Warranted Item</u>	<u>Warranty Period</u>	<u>Warranty Remedy</u>
Overhauled or Repaired Engine or Airframe Parts	12 months from date of shipment from TOS <u>OR</u> 6 months from date of first installation <u>OR</u> 500 hours of operation, whichever first expires.	Repair or replacement, or credit at TOS’ option
Overhauled Engines, Engine Components, or Airframe Components *NOTE 1*	24 months from date of shipment from TOS <u>OR</u> 12 months from date of first installation <u>OR</u> 1000 flight hours whichever first expires.	Repair or replacement or credit at TOS’ option
Repaired Engines, Engine Components, or Airframe Components *NOTE 1*	12 months from date of shipment from TOS <u>OR</u> 6 months from date of first installation <u>OR</u> 500 flight hours whichever first expires.	Repair or replacement or credit at TOS’ option

NOTE 1: For items listed in paragraph 1B and 1C above, the entire Engine carries this warranty if overhauled. If only Engine components are repaired, only those parts repaired or replaced are covered by this warranty.

- Any claim under this LIMITED WARRANTY must be submitted, in writing, to TOS, within 30 days after the claimed failure, malfunction, or nonconformity is discovered. Additionally, discrepant Parts identified for return under this LIMITED WARRANTY to TOS, must be returned not later than 30 days after such notification is made. Failure to submit claims or return Parts within these specified timeframes may, in TOS sole discretion, result in a denial of the claim.

3. TOS obligation under this LIMITED WARRANTY shall be limited to the repair or replacement of the nonconforming Item or any Part thereof, or the issuance of a credit, solely at the option of TOS. Any warranted item that is repaired or replaced shall be warranted on the same terms for the remainder of the original limited warranty plus an additional period of time equivalent to the period of time was required for the repair or replacement.

TOS provides this Limited Warranty IN LIEU OF any other warranties, express or implied, including any implied warranty of fitness for a particular purpose or any implied warranty of MERCHANTABILITY.

4. TOS shall not be liable for, any loss of profit, loss of production, or any consequential or incidental damages.
5. The obligations of TOS for any warranty claims are set forth herein and may not be expanded or altered in any manner unless set forth in a writing signed by a duly authorized representative of TOS.
5. Neither failure nor delay on the part of TOS to exercise any right, remedy, power, or privilege provided for herein or by statute or by law, or in equity, or otherwise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude any other or further exercise or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

END OF LIMITED WARRANTY