

**Timken Overhaul Services Limited Warranty**  
**Complete Overhaul for PT6A Engine**  
**General Aviation/Corporate**

**Standards.** Timken Alcor Aerospace Technologies Inc., doing business as Timken Overhaul Services, (“Timken”) provides the following Limited Warranty for complete engine overhaul services performed on a PT6A engine for general aviation/corporate customers.

- **Services.** The overhaul services will be performed in accordance with all applicable FAA-approved overhaul standards in effect at the time the services are performed and will be free from defects in workmanship as determined by Timken’s standards of overhaul.
- **Parts.** New Timken-manufactured parts provided in connection with the services will meet the FAA-approved specifications for the part in effect at the time the part was manufactured and will be free of defects in material and workmanship as determined by Timken’s manufacturing standards in effect at the time of manufacture. Repaired or overhauled parts provided by Timken in connection with the services will meet all applicable FAA-approved overhaul standards in effect at the time the services are performed. All new parts manufactured under Pratt & Whitney Canada’s type certificate for the PT6A engine (“OEM Parts”) provided by Timken in connection with the services will carry a warranty equivalent to that given by the manufacturer.

**Periods.** The Limited Warranty will commence on the date the applicable overhauled engine is shipped from the Timken facility for return to the customer and will continue for the earlier of 7 years or the engine manufacturer’s recommended time between overhaul in effect at the time the services are performed, except that: (a) for parts that are the subject of a hot section inspection, the period will be the earlier of 7 years or the engine manufacturer’s recommended time between hot section inspections in effect at the time the services are performed; and (b) the Limited Warranty period for OEM Parts will be limited to the period provided by the manufacturer’s standard warranty terms.

**Remedies.** If Timken determines that the warranty claim is valid, Timken will, at its expense, provide parts and labor to correct any nonconforming services, repair or replace any nonconforming parts, and repair or replace those portions of the engine, including any accessory, component, or part, directly damaged by the nonconforming services or parts, except to the extent of damage caused by an OEM Part. Timken may, alternatively and at its discretion, issue a credit for a reasonable amount not to exceed the price paid for the nonconforming services. Unless Timken otherwise consents in writing, the remedy may be provided only by Timken, and this Limited Warranty does not cover, and Timken is not required to compensate customer for, remedial parts or services provided by the customer or any other source.

The remedied engine will continue to be covered under this Limited Warranty for the remainder of the original warranty period. In remedying a warranty failure, Timken may use repaired or overhauled accessories, components, or parts having at least the same remaining life as the accessory, component, or part being replaced. If the customer requests, instead, a new accessory, component or part, Timken may charge for the excess cost. The remedy does not include routine maintenance or other repairs that the customer chooses to have performed at the same time as the warranty service.

**Claims.** To be entitled to the remedy for a warranty claim, the customer must (a) submit the claim in writing within 2 days following the discovery of the claimed failure, malfunction, or nonconformity and within the warranty period, (b) allow Timken access to the engine and a reasonable opportunity to investigate the claim, and (c) cooperate fully with Timken in the investigation. Timken may choose to conduct the inspection at its facility, in which case the customer shall ship the affected engine (or such lesser portion of it, such as an accessory or component, as Timken may direct) to the designated Timken facility. The shipment to the Timken facility will be at the customer’s expense, but if Timken determines that the warranty claim is valid, Timken will reimburse the customer for the actual shipping costs incurred.

**Applicability and Transferability.** This Limited Warranty is provided only for aircraft engaged in general aviation and not for commercial operations, such as aircraft flying airline routes or providing cargo services. This Limited Warranty may be enforced only by the customer originally ordering the services performed for the applicable engine. The customer may transfer the Limited Warranty to a purchaser of the overhauled engine with Timken's prior written consent, which consent may be conditioned on, among other things, the transferee acknowledging and agreeing to the limitations set forth in this Limited Warranty.

**Exclusions and Limitations.** This Limited Warranty is applicable only to complete engine overhauls for the PT6A engine. The Limited Warranty and all of Timken's obligations relating to the foregoing are void if, following completion of the overhaul services, the engine or any accessory, component or part (a) is not preserved, stored, installed, operated, or maintained strictly in accordance with all instructions, requirements, limitations, guidelines, and technical data provided or approved by the OEM, the FAA or Timken (including requirements related to using only certified and properly trained personnel and maintaining proper documentation), (b) is subjected to abuse, misuse or neglect, (c) is damaged by foreign object, electrical arcing, corrosion, erosion, the elements, transport or other factors beyond Timken's control, (d) is altered or repaired, or scheduled maintenance is provided, by the customer or any maintenance facility other than Timken, unless the particular alteration, repair or scheduled maintenance was pre-approved in writing by Timken, or (e) is opened or disassembled for pre-purchase inspections or any other purpose other than required maintenance activities. The Limited Warranty and all of Timken's obligations relating to the foregoing are void if the customer does not comply with the requirements for submitting a warranty claim.

The Limited Warranty does not apply to or cover parts supplied or installed, or services provided by, the customer or any person or firm other than Timken, unless pre-approved in writing by Timken. The warranty and remedy with respect to any OEM Part provided by Timken as part of the services, including the warranty period and the remedy for problems caused by the part, is limited to the warranty and remedy offered by the manufacturer.

An action to enforce a warranty claim, whether by court action, arbitration, or other proceeding, will be barred unless commenced within one year following Timken's notification to the customer of Timken's determination (for example, on the validity of the warranty claim or the availability or scope of the remedy) upon which the customer's claim is based.

TIMKEN IS PROVIDING THIS LIMITED WARRANTY IN LIEU OF ALL OTHER WARRANTIES, AND TIMKEN DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF DESIGN, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The remedy described above is the customer's exclusive remedy. Timken shall not be liable for, and customer agrees not to assert, claims for any other remedies, damages or liabilities, including lost profits, loss of use, damage to property, increased costs, and incidental, consequential, indirect, and punitive damages.

The entire obligation of Timken for warranty claims is set forth in this document and may not be expanded or altered in any manner other than by a writing signed by an authorized representative of Timken. The failure or delay of Timken in exercising any right, remedy, power or privilege available under this Limited Warranty or by law, equitable principle or otherwise, does not operate as a waiver. No single or partial exercise of any such right, remedy, power, or privilege will preclude any other or further exercise of the same or any other right, remedy, power, or privilege.