

## **PRECISION AIRMOTIVE LLC** **COMMERCIAL WARRANTY** **FUEL CONTROL PRODUCTS**

PRECISION AIRMOTIVE LLC ("Precision") warrants that at the time of delivery each of its Factory New, Factory Rebuilt, and Factory Overhauled products ("Products") will be free from defects in materials and manufacture and will conform to the applicable Precision specifications. Precision also warrants that the Products will remain serviceable for a period of twenty-four (24) months from the date of shipment from the factory or for 1,000 engine operating hours, whichever shall occur first. This warranty applies only to Products that have received recommended maintenance and have not been subjected to (a) lack of proper maintenance or overhaul, (b) lack of proper filtration (where applicable), (c) repair by any party other than Precision or a Precision Authorized Service Center, or (d) tampering, alteration, improper operation or storage, or other extraordinary or abnormal use, abuse, or neglect.

The use of unauthorized (non-Precision) parts in Precision Products constitutes an alteration or modification and voids all warranties. Precision will accept no warranty or tort liability for products containing unauthorized parts. The operator and/or overhaul facility responsible for installation of unauthorized parts should expect to have the sole and full liability for property damage, injury, and death arising from any malfunction of the product in which such parts are installed. **The use of Non-Aviation grade fuel Voids all Warranties.**

THE ABOVE WARRANTY IS THE SOLE WARRANTY OBLIGATION OF PRECISION FOR THE PRODUCTS. PRECISION EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES—WHETHER EXPRESSED OR IMPLIED—INCLUDING ANY **WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.**

If a Product fails to conform to the foregoing Warranty, customer's EXCLUSIVE remedy shall be to send the Product with a written description of the concern to Precision for Warranty consideration within a reasonable period of time and in no event, more than (30) days after a suspected nonconformity. Precision will investigate and, in the event of a breach, will provide, at its option and within a reasonable period of time, one of the following remedies.

- (a) Repair at Precision factory of the Product or component part thereof,
- (b) Provide advance Precision authorization to send the Product to an Authorized Service Center for repair,
- (c) Replacement from its factory of the Product or component part thereof,
- (d) Issuance of a credit to the first user in the amount of the then current applicable net price for the Product or component part thereof,
- (e) If the Product is a Factory New Fuel Control with 0 (zero) flight time (Note: Ground testing does not account for flight time), replacement with a Factory New Fuel Control, or
- (f) If the Product has less than 25 hours flight time, replacement with a Factory Rebuilt or Factory Overhauled Unit.

To request Warranty consideration, contact the vendor from which you purchased the Product. If you experience difficulty in contacting the vendor regarding warranty consideration, contact Precision directly at 360-651-8282. To obtain remedies an RMA (Return Material Authorization) number must be obtained from Precision for the Product. This warranty does not extend to any labor charges incurred by entities other than Precision and excludes such entities' labor charges for repair, replacement, disassembly, reassembly, inspection, re-inspection, test or retest of the Product or component part thereof or any replacement unit. Note: If a returned Product is found to be free of defects, the customer returning the unit may be subject to additional fees. Transportation charges shall be handled as follows:

- (a) Return of product or component part thereof to Precision shall be prepaid by customer.
- (b) If a returned Product or component part thereof is found to be subject to this warranty, Precision will provide return ground shipping, at Precision's expense. Any expedited freight charge will be at customer's expense.
- (c) If a returned Product or component part thereof is found to be free of defects, all transportation charges will be at customer's expense.

THE REMEDY SELECTED BY PRECISION IN ACCORDANCE WITH THE PRECEDING PARAGRAPHS SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF CUSTOMER FOR ANY BREACH OF WARRANTY.

IN NO EVENT SHALL PRECISION BE LIABLE FOR ANY INCIDENTAL DAMAGES (other than the transportation charges described above) OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NON DELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM PRECISION'S OWN NEGLIGENCE OR OTHER TORT

If any provision of this warranty is found to be invalid or unenforceable, then the remainder shall be in full force and effect, and the invalid provision shall be partially enforced to the maximum extent permitted by law to effectuate the purpose of the agreement.