

EuroTec Vertical Flight Solutions Limited Warranty

This is a Limited Warranty (see specific provisions below):

EuroTec Vertical Flight Solutions, LLC (EuroTec) provides a Limited Warranty to the Buyer with certain exceptions and limitations. For Articles and Products procured from, repaired and/or overhauled by third parties or the Original Equipment Manufacturer (OEM), their warranty shall apply to those goods. Limited Warranty will apply, subject to the Buyer specifically following EuroTec's Limited Warranty administration procedures.

EuroTec shall not be liable or held responsible for the labor to remove and/or reinstall the defective goods in the Buyer's helicopter.

This Limited Warranty extends only to the specific Articles sold or repairs performed by EuroTec. It does not extend to other Products, Parts or Equipment in which an Article may be installed or which might be affected by the defective good. References to Delivery Date in the Limited Warranty are as defined in General Terms and Conditions.

A. LIMITED WARRANTY OFFERED BY TYPE OF ARTICLE/WORK PERFORMED:

1. New Engine/Accessories/Parts/Modules Limited Warranty

When the OEM or third party vendor Limited Warranty shall not apply, EuroTec will provide, at its sole discretion, a Limited Warranty on the sale of all new engines, accessories, parts and modules acquired from EuroTec. EuroTec warrants to the Buyer that, at time of delivery, the goods sold hereunder will be free from defects in material and workmanship and will conform to applicable airworthiness standards. Under the provisions of such Limited Warranty, EuroTec will repair or replace, as it shall determine, the defective goods provided that the written notice of the defect (Warranty Form – see Warranty Procedures) is received by EuroTec's Warranty Administration from the Buyer within the earlier of (a) one thousand (1000) operating hours or (b) two years after the invoice "Delivery Date".

2. Overhauled Engine, Accessories, and Modules and Parts thereof

When the OEM or third party vendor Limited Warranty shall not apply, EuroTec warrants to the Buyer that, at time of delivery, the goods will be free from defects in material and workmanship and will conform to applicable airworthiness standards. EuroTec will repair or replace as it shall determine, defective goods provided that the written notice of the defect (Warranty Form – see Limited Warranty Administration Procedures) is received by EuroTec's Warranty Administration from the Buyer within the earlier of (a) eight hundred (800) operating hours or (b) twelve (12) months after invoice "Delivery Date".

3. Repaired Engine, Accessories, Modules and Parts thereof

When the OEM or third party vendor Limited Warranty shall not apply, EuroTec warrants to the Buyer that, at time of delivery, the goods repaired hereunder will be free from defects in material and workmanship and will conform to applicable airworthiness standards. EuroTec will repair or replace, as it shall determine, defective goods provided that the written notice of the defect (Warranty Form - see Limited Warranty Administration Procedures) is received by EuroTec's Warranty Administration from the Buyer within the earlier of (a) one hundred (100) operating hours or (b) nine (9) months after invoice "Delivery Date".

4. New Airframe parts, components, and Parts thereof

When the OEM or third party vendor warranty shall not apply, EuroTec will provide, at its sole discretion, a Limited Warranty on the sale of all new airframe parts and components acquired from EuroTec. EuroTec warrants to the Buyer that at time of delivery, the Goods sold hereunder will be free from defects in material and workmanship and will conform to applicable airworthiness standards. Under the provisions of such Limited Warranty, EuroTec will repair or replace, as it shall determine, the defective Goods provided that the written notice of the defect (Warranty Form – see Warranty Procedures) is received by EuroTec's Warranty Administration from the Buyer within the earlier of (a) one thousand (1000) operating hours or (b) two years after the invoice "delivery date".

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5. **Overhauled Airframe Components and Parts thereof**

When the OEM or third party vendor warranty shall not apply, EuroTec warrants to the Buyer that at time of delivery, the goods will be free from defects in material and workmanship and will conform to applicable airworthiness standards. EuroTec will repair or replace, as it shall determine, defective goods provided that the written notice of the defect (Warranty Form – see Limited Warranty Administration Procedures) is received by EuroTec's Warranty Administration from the Buyer within the earlier of (a) eight hundred (800) operating hours or (b) twelve (12) months after invoice "Delivery Date".

6. **Repaired Airframe Components and Parts thereof**

When the OEM or third party vendor Limited Warranty shall not apply, EuroTec warrants to the Buyer that at time of delivery, the goods repaired hereunder will be free from defects in material and workmanship and will conform to applicable airworthiness standards. EuroTec will repair or replace, as it shall determine, defective goods provided that the written notice of the defect (Warranty Form - see Limited Warranty Administration Procedures) is received by EuroTec's Warranty Administration from the Buyer within the earlier of (a) one hundred (100) operating hours / or (b) nine (9) months after invoice "Delivery Date".

7. **Pre Owned Airframe Components and Parts thereof**

EuroTec separately warrants to the Buyer that at Date of Delivery, pre-owned airframe parts and airframe component parts sold hereunder will be free from defects in material and workmanship and will conform to applicable airworthiness standards. EuroTec will repair or replace, as it shall determine, defective goods provided that the written notice of the defect (Warranty Form – see Warranty Procedures) is received by EuroTec's Warranty Administration from the Buyer within the earlier of (a) One hundred (100) operating hours or (b) 1 month after invoice "Delivery Date".

B. ADDITIONAL TERMS AND CONDITIONS FOR EUROTEC'S LIMITED WARRANTY COVERAGE

The Goods returned to EuroTec that are accepted by EuroTec under this Limited Warranty for repair or replacement are subject to these additional terms and conditions:

1. EuroTec shall, at its own option, repair or replace the in-warranty defective goods.
2. Any replacement good provided under this Limited Warranty, may be new, repaired or otherwise serviceable based on the sole determination of EuroTec.
3. The remaining Limited Warranty period on any such replacement Good shall be the balance of the Limited Warranty period still remaining against the original Good. The eligible Limited Warranty period continues to run during any period when a Good is being repaired or replaced under this Limited Warranty.
4. Limited Warranty Procedures detailed by EuroTec below must be followed to qualify for Limited Warranty coverage. Final Warranty claim approval by EuroTec is contingent upon the Buyer complying with EuroTec's Warranty Administration instructions. Failure to strictly comply with all terms of Limited Warranty may, at EuroTec's discretion, disqualify the claim for Limited Warranty coverage.

C. LIMITED WARRANTY ADMINISTRATION PROCEDURES FOR CLAIMS TO EUROTEC

1. As soon as possible, but not to exceed thirty (30) days after the date the Buyer discovers a defect that might qualify for Limited Warranty coverage, the Buyer shall notify EuroTec of the claimed defective Good.

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2. Prior to any shipment of a claimed defective Good to EuroTec under warranty, the Buyer shall furnish, in writing, full details of the Buyer's claims utilizing EuroTec's Limited Warranty Claim Form, "MMIR" or equivalent documentation giving details on the Good, the Limited Warranty request and the basis thereof.
3. EuroTec will review the Limited Warranty request in a reasonable time and upon preliminary determination of Limited Warranty coverage, will provide a Return Material Authorization (RMA) Form and a RMA number to the Buyer with shipping instructions.
4. All claims must be accompanied by proof of purchase from EuroTec or one of EuroTec's authorized distributors. If a Warranty Replacement article(s) was procured through a EuroTec authorized distributor, then application for Limited Warranty claims must be processed by that distributor.
5. Following receipt of RMA and approval, the Buyer shall ship the defective Good to EuroTec prepaid. EuroTec shall not be responsible for any charges associated with the return of the defective good.
6. The Buyer will pay for and be responsible for all expenses incurred by the Buyer for its warranty request application, supporting documentation, removal and handling of Goods, crating, preparation for shipping, receipt back, re-installation and other related costs and expenses.
7. The Buyer must not order Limited Warranty Replacement Goods without an RMA number. To receive Limited Warranty claim consideration and/or approval on any good ordered by the Buyer as a warranty replacement, the Article must be ordered through the EuroTec Spare Parts Department and acknowledged as "Warranty Replacement" at time of order. EuroTec at that time will issue an RMA number for the return of the defective good. This RMA number is to be reference on all paperwork related to the Limited Warranty claim.
8. The Buyer agrees to cooperate with EuroTec and provide all reasonably needed or requested information for EuroTec to process a Limited Warranty claim.
9. With approval by EuroTec's Warranty Administration, selected Goods may be retained at the Buyer's site to be disposed of locally by the Buyer at the Buyer's expense. No disposition is to be made by the Buyer until EuroTec has approved the Buyer's claim in writing and notified the Buyer.
10. For replacement Articles or loaners, the Buyer MUST notify EuroTec in advance when ordering a Good(s) if the ordered Good(s) is to be a loaner or to replace a previously supplied Good(s) that is defective for which the Buyer wants to submit a Limited Warranty Claim.
11. This Limited Warranty shall apply only to the extent that the Product in which the Goods are installed is operated and maintained in accordance with all government and manufacturer's regulations and only to the extent the Goods have been properly stored and installed, operated and maintained in accordance with the Equipment's Maintenance Manual and revisions thereto and other technical documentation that the installer and/or maintainer is required to use to maintain the continued Airworthiness of the Equipment.
12. If the Buyer modifies any Good sold hereunder in any manner for which the Buyer has not received the prior written approval of EuroTec, such modifications shall cause this Limited Warranty to terminate and be of no further force and effect.
13. This Limited Warranty shall not apply to any Good installed in a Product or Article which has been repaired or altered against FAA regulations and/or manufacturer's factory in any way, so as, in EuroTec's sole discretion, to affect its stability, safety or reliability, or which has been subject to misuse, common neglect, abuse, negligence or accident. Any Goods operated on any Article and/or Product in an environment within which reasonable protective measures have not been

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taken by the Buyer to preclude deterioration, erosion or other like effects, shall not be eligible for Limited Warranty coverage.

14. This Limited Warranty may not be extended, altered or varied unless prior written agreement is signed between the Buyer and EuroTec. This Limited Warranty is granted to the Buyer personally and may not be assigned by the Buyer without EuroTec's prior written consent.
15. EuroTec's Limited Warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, EuroTec's rendering technical advice, assistance or service in connection with Goods purchased from EuroTec.
16. Other Exclusions: This Limited Warranty offered by EuroTec does not extend to:
 - a) The cost of any modifications applied, except where upgrading to conformity with the specifications is necessary, which are handled separately.
 - b) The supply of any parts missing on arrival of the Goods or Equipment at EuroTec.
 - c) Operations of routine maintenance or resulting from normal wear of the Good.
 - d) Scheduled maintenance operations.
 - e) Labor costs for removal or reinstallation of the Goods in which it is installed affected by a defect in material or workmanship.
 - f) Life Limited Parts or Usage Limited Parts removed at time limit. Abnormal use, such as use of the Goods in which it is installed in attempts at record-setting, in races or in experimental flights, the application of modifications by the operator without the written consent of EuroTec.
 - g) Repairs made to an Article or Equipment in which Article is installed by an organization not approved by EuroTec or not provided for in the Maintenance Manuals, or not approved in writing by EuroTec.
 - h) Goods where the identification marking, stamps or serial numbers have been removed.
 - i) Goods that cannot be identified as having been delivered originally from EuroTec.
 - j) Goods installed in Products damaged in accidents, except where the operator can provide proof that the operating anomaly was not a consequence of the accident.
 - k) Repair work when the repair or overhaul of the Good in which it is installed is not consequent to normal wear, but rather due to erosion or ingestion of foreign bodies.
 - l) Goods not delivered by EuroTec.
 - m) Any damage to the Goods in which it is installed in units consecutive to an event of *force majeure* where. *Force majeure* comprises any unforeseeable, irresistible, independent event beyond the control of the supplier such as and not limited to: natural phenomena, war (declared or otherwise), explosions, fires, etc.

D. WARRANTY OF TITLE

EuroTec further warrants to the Buyer that at the time of delivery, the goods sold hereunder are delivered with clear title and that goods shall be free and clear of any encumbrance or lien of any kind. If EuroTec determines that a Limited Warranty claim is to be settled by replacement of goods, the Buyer agrees that title of the defective Goods is transferred to EuroTec. The Buyer agrees to complete any documentation requested to accomplish transfer of title.

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E. DISCLAIMER

To the extent allowable by law, this Limited Warranty is only applicable to goods installed in Equipment operated in non-military aircraft used for commercial, corporate or private transportation service and is given and accepted in place of all other express, implied or statutory terms, representations warranties or conditions, in contract or in tort, including without limitation, any warranty or condition of merchantability or fitness for a particular purpose and all such other terms, representations, warranties or conditions are hereby expressly disclaimed. The only remedy for breach of EuroTec's limited warranty is as set out herein. In no event shall EuroTec be responsible for any special, incidental or consequential damages arising out of or in connection with either a breach of EuroTec's Limited Warranty or any tortuous or negligent act or omission by EuroTec. Special, incidental, or consequential damages include, without limitation, economic loss, loss or damage to any property or person or any other exemplary, punitive or similar damages, as well as expenses incurred external to the Article or to the Equipment in which it is installed or to the engine as a result of an Article, Engine or part defect. No variation or extension of this Limited Warranty or remedies shall be binding unless in writing and signed by a duly authorized representative of EuroTec.

In no event shall EuroTec's liability exceed the purchase price of a Good on the invoice whether based in contract, strict liability, fault, tort, negligence or any other asserted right. In some states these limitations may not be allowed by Law and may not apply to you. In which case, this Limited Warranty is reformed to meet statutory requirements.

F. MISCELLANEOUS TERMS

1. Governing Law. This Limited Warranty shall be governed by the laws of the State of Kansas. Venue of any claim shall be in Douglas County, Kansas or federal courts of Kansas.
2. Signatures transmitted electronically via PDF file or Facsimile shall be binding as if original.

Please initial each page, sign and return all pages to EuroTec via US mail, facsimile, or scan to a PDF file and send via email.

The Buyer hereby acknowledges that it has read and understands the above and foregoing terms and conditions including the statement of Limited Warranty for the Articles purchased from EuroTec Vertical Flight Solutions, LLC.

Signed this _____ day of _____, _____

THE BUYER: _____
Entity or Name of Individual the Buyer

BY:

Authorized Signature: _____

Name Printed: _____

Title _____

Date: _____