

EuroTec Vertical Flight Solutions Limited Warranty

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

EuroTec Vertical Flight Solutions, LLC (EuroTec) provides this Limited Warranty to the Buyer subject to the terms and conditions, exceptions and limitations set forth herein. Further, this Limited Warranty will only apply if the Buyer specifically follows EuroTec's Limited Warranty administration procedures described herein and as amended from time to time.

This Limited Warranty extends only to the specific items sold or repairs performed by EuroTec. It does not extend to other products, parts or equipment in which an item may be installed or which might be affected by any defective item provided by EuroTec. References to Delivery Date in the Limited Warranty are as defined in Buyer's purchase agreement with EuroTec.

As for products procured by Buyer from, or repaired or overhauled by, third parties or the Original Equipment Manufacturer (OEM), the warranties of those providers shall apply to those goods and services, and not the Limited Warranty herein unless otherwise specifically provided. EuroTec shall not be responsible for any labor costs to remove and/or reinstall any EuroTec items in the Buyer's helicopter suspected to be defective.

A. LIMITED WARRANTY OFFERED BY TYPE OF ITEM SOLD AND/OR WORK PERFORMED:

1. New Engine, Accessories, Parts, and Modules Limited Warranty

Upon the sale by EuroTec of any new engines, accessories, parts or modules, if such items contain any defects and the OEM or third party vendor fails to honor or declares inapplicable its own warranty as to such item, EuroTec may elect, at its sole discretion, to extend the Limited Warranty described herein to such item. In such an instance, EuroTec shall have warranted to the Buyer that, at time of delivery, the goods sold hereunder will have been free from defects in material and workmanship and will conform to applicable airworthiness standards. Upon EuroTec's decision to apply such Limited Warranty, EuroTec will repair or replace, as it shall determine, the defective items provided by EuroTec to Buyer, but only if Buyer's written notice of defect (by use of Warranty Form – see Warranty Procedures) is received by EuroTec's Warranty Administration from the Buyer within the earliest of: (a) the warranty period provided by the OEM's or third party vendor's warranty, if any, or (b) one thousand (1,000) operating hours since first use of the new item, or (c) two years after the invoice "Delivery Date" for such new item.

2. Overhauled Engine, Accessories, and Modules and Parts Limited Warranty

Upon the sale by EuroTec of any engines, accessories, parts or modules overhauled by the OEM or a third party vendor, if such items contain any defects and the OEM or third party vendor fails to honor or declares inapplicable its own warranty as to such item, EuroTec may elect, at its sole discretion, to extend the Limited Warranty described herein to such overhauled item. In such an instance, EuroTec shall have warranted to the Buyer that, at time of delivery, the overhauled items will have been free from defects in material and workmanship and will conform to applicable airworthiness standards. Upon EuroTec's decision to apply such Limited Warranty, EuroTec will repair or replace, as it shall determine, the defectively overhauled items provided by EuroTec to Buyer, but only if Buyer's written notice of defect (by use of Warranty Form – see Warranty Procedures) is received by EuroTec's Warranty Administration from the Buyer within the earliest of: (a) the warranty period provided by the OEM's or third party vendor's warranty, if any, or (b) eight hundred (800) operating hours since first use of the item following overhaul, or (c) twelve (12) months after the invoice "Delivery Date" for overhaul of such item.

3. Repaired Engine, Accessories, Modules and Parts Limited Warranty

Upon the sale by EuroTec of any engines, accessories, parts or modules which have been repaired (excluding overhauls) by the OEM or a third party vendor, if such items contain any defects and the OEM or third party vendor fails to honor or declares inapplicable its own warranty as to such repaired item, EuroTec may elect, at its sole discretion, to extend the Limited Warranty described herein to such repaired item. In such an instance, EuroTec shall have warranted to the Buyer that, at time of delivery, the repaired items will have been free from defects in material and workmanship and will conform to applicable airworthiness standards. Upon EuroTec's decision to apply such Limited Warranty, EuroTec will repair or replace, as it shall determine, the defective items provided by

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EuroTec to Buyer, but only if Buyer's written notice of defect (by use of Warranty Form – see Warranty Procedures) is received by EuroTec's Warranty Administration from the Buyer within the earliest of: (a) the warranty period provided by the OEM's or third party vendor's warranty, if any, or (b) one hundred (500) operating hours since such repair, or (c) nine (9) months after repair invoice "Delivery Date."

4. New Airframe Parts and Components Limited Warranty

Upon the sale by EuroTec of any new airframe parts or components, if such items contain any defects and the OEM or third party vendor fails to honor or declares inapplicable its own warranty as to such new item, EuroTec may elect, at its sole discretion, to extend the Limited Warranty described herein to such item. In such an instance, EuroTec shall have warranted to the Buyer that, at time of delivery, the new items sold hereunder will have been free from defects in material and workmanship and will conform to applicable airworthiness standards. Upon EuroTec's decision to apply such Limited Warranty, EuroTec will repair or replace, as it shall determine, the defective new items provided by EuroTec to Buyer, but only if Buyer's written notice of defect (by use of Warranty Form – see Warranty Procedures) is received by EuroTec's Warranty Administration from the Buyer within the earliest of: (a) the warranty period provided by the OEM's or third party vendor's warranty, if any, or (b) one thousand (1,000) operating hours since new, or (c) two years after the invoice "Delivery Date."

5. Overhauled Airframe Components and Parts Limited Warranty

Upon the sale by EuroTec of any overhauled airframe parts or components, if such overhauled items contain any defects and the OEM or third party vendor fails to honor or declares inapplicable its own warranty as to overhaul or such item, EuroTec may elect, at its sole discretion, to extend the Limited Warranty described herein to such item. In such an instance, EuroTec shall have warranted to the Buyer that, at time of delivery, the overhauled items sold hereunder will have been free from defects in material and workmanship and will conform to applicable airworthiness standards. Upon EuroTec's decision to apply such Limited Warranty, EuroTec will repair or replace, as it shall determine, the defectively overhauled items provided by EuroTec to Buyer, but only if Buyer's written notice of defect (by use of Warranty Form – see Warranty Procedures) is received by EuroTec's Warranty Administration from the Buyer within the earliest of: (a) the warranty period provided by the OEM's or third party vendor's warranty, if any, or (b) eight hundred (800) operating hours since overhaul, or (c) twelve (12) months after invoice "Delivery Date."

6. Repaired Airframe Components and Parts Limited Warranty

Upon the sale by EuroTec of any repaired (but not overhauled) airframe parts or components, if such items contain any defects and the OEM or third party vendor fails to honor or declares inapplicable its own warranty as to such repaired item, EuroTec may elect, at its sole discretion, to extend the Limited Warranty described herein to such item. In such an instance, EuroTec shall have warranted to the Buyer that, at time of delivery, the repaired items sold hereunder will have been free from defects in material and workmanship and will conform to applicable airworthiness standards. Upon EuroTec's decision to apply such Limited Warranty, EuroTec will repair or replace, as it shall determine, the defective items provided by EuroTec to Buyer, but only if Buyer's written notice of defect (by use of Warranty Form – see Warranty Procedures) is received by EuroTec's Warranty Administration from the Buyer within the earliest of: (a) the warranty period provided by the OEM's or third party vendor's warranty, if any, or (b) one hundred (100) operating hours following repair of such item, or (c) nine (9) months after invoice "Delivery Date."

7. Pre- Owned Airframe Components and Parts thereof

Upon the sale by EuroTec of any pre-owned (but not overhauled or repaired) airframe parts or components, EuroTec warrants to the Buyer that at Date of Delivery, such items 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, such defective items, 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 earliest of: (a) the warranty period provided by the OEM's or third party vendor's warranty, if any, or (b) One hundred (100) operating hours following sale by EuroTec, or (c) 1 month after invoice "Delivery Date."

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

The Limited Warranty for the items returned by Buyer to EuroTec under claim of warranty, that are accepted by EuroTec under this Limited Warranty for repair or replacement, is subject to these additional terms and conditions:

1. EuroTec shall, at its own option, repair or replace the in-warranty defective items.
2. Any replacement item provided under this Limited Warranty, may be new, repaired or otherwise serviceable based on the sole determination of EuroTec.
3. The Limited Warranty period on any such replacement item shall be the balance of the Limited Warranty period still remaining against the original item being replaced. The eligible Limited Warranty period continues to run during any period when an item 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's 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.
5. 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 items at EuroTec.
 - c) Operations of routine maintenance or those resulting from normal wear and tear on the item.
 - d) Scheduled maintenance operations.
 - e) Labor costs for removal or reinstallation of the item, or of the assembly in which it is installed which may have been affected by a defect in the item.
 - f) Life Limited Parts or Usage Limited Parts removed at time or cycle limit.
 - g) Abnormal use, such as use of the items or assembly in which the item is installed in attempts at record-setting, in races or in experimental flights, or the application of modifications by the operator without the written consent of EuroTec.
 - h) Repairs made to an item or the assembly in which it is installed, unless approved in writing by EuroTec: by a person or organization or procedure not previously approved by EuroTec or not provided for in the OEM's Maintenance Manuals.
 - i) Items and assemblies in which items are attached, where the identification marking, stamps or serial numbers have been removed or obliterated.
 - j) Items that cannot be identified or verified by EuroTec as having been delivered originally from EuroTec.
 - k) Items installed in Aircraft, Engines, Accessories or other assemblies damaged in accidents, except where the operator can provide proof that the operating anomaly observed at the time of the claim was not a consequence of the accident.

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- l) Repair work due to corrosion, erosion or ingestion of foreign bodies by the item sold, or the assembly to which the item is attached
- m) Items not delivered by EuroTec.
- n) Any damage to the items resulting from extraordinary external causes such as an Act of God or other natural phenomena, lightning, war (declared or otherwise), terrorism, vandalism, explosion, fire, extreme stress or heat, salt water immersion, exposure to corrosive agents, and similar events.

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 Item.
2. Prior to any shipment of a claimed defective item 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 item, the Limited Warranty request and the basis thereof.
3. EuroTec will review the Limited Warranty request in a reasonable time, and upon EuroTec's 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 item to EuroTec with shipping costs prepaid. EuroTec shall not be responsible for any charges associated with the return of the claimed defective item.
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 items, crating, preparation for shipping, receipt back, re-installation and other related costs and expenses.
7. The Buyer may not order Limited Warranty Replacement Goods without an RMA number. To receive Limited Warranty claim consideration and/or approval on any item ordered by the Buyer as a warranty replacement, the replacement item 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 item. 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 items 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. When requesting either replacement items or loaners, the Buyer MUST notify EuroTec in advance whether it is ordering (a) an item to be a loaner, or (b) an item to replace a previously supplied item(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 Aircraft, Engine, Accessory or other assembly in which the item(s) are installed has been operated and maintained in accordance with

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all government and OEM requirements and only to the extent the warranted items 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 item 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 item installed in an Aircraft, Engine, Accessory or other assembly which has been repaired or altered against FAA regulations and/or OEM specifications in any way, so as to affect its stability, safety or reliability, or which has been subject to misuse, common neglect, abuse, negligence or accident, all as may be determined by EuroTec in its sole discretion. Any items operated on any Aircraft, Engine, Accessory or other assembly in an environment without reasonable protective measures 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 items purchased from EuroTec.

D. DISCLAIMER AND LIMITATION

1. THIS LIMITED WARRANTY IS ONLY APPLICABLE TO ITEMS INSTALLED IN AIRCRAFT, ENGINES, ACCESSORIES AND OTHER ASSEMBLIES OPERATED AS NON-MILITARY AIRCRAFT AND USED FOR CIVILIAN COMMERCIAL, CORPORATE OR PRIVATE TRANSPORTATION SERVICE.
2. THIS LIMITED WARRANTY, THE OTHER OBLIGATIONS AND LIABILITIES OF EUROTEC AND THE RIGHTS AND REMEDIES OF BUYER SET FORTH IN THE AGREEMENT AND HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF AND BUYER HEREBY WAIVES AND RELEASES ALL OTHER WARRANTIES, OBLIGATIONS, GUARANTEES, REPRESENTATIONS, LIABILITIES, RIGHTS OR REMEDIES, EXPRESS OR IMPLIED, ARISING BY LAW, IN CONTRACT, CIVIL LIABILITY, IN TORT OR NEGLIGENCE, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: (A) **ANY IMPLIED WARRANTY AND/OR CONDITION AND/OR TERM OF MERCHANTABILITY OR OF DESCRIPTION OR OF FITNESS FOR A PARTICULAR PURPOSE**, AND (B) ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF EUROTEC TO ANYONE OF ANY NATURE WHATSOEVER BY REASON OF THE DESIGN, MANUFACTURE, SALE, OVERHAUL, REPAIR, LEASE OR USE OF THE AIRCRAFT, ENGINE, ACCESSORY OR RELATED ITEM(S), PRODUCTS AND SERVICES DELIVERED OR RENDERED HEREUNDER OR OTHERWISE.

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3. WITHOUT LIMITING THE FOREGOING, NEITHER EUROTEC NOR BUYER SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL AND/OR PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE

UNDER ANY CIRCUMSTANCES OR, WITHOUT LIMITING THE FOREGOING, FOR ANY LOST PROFITS OR ANY OTHER LOSSES OR DAMAGES FOR OR ARISING OUT OF ANY LACK OR LOSS OF USE OF ANY AIRCRAFT, ENGINE, ACCESSORY OR OTHER ITEM FOR ANY REASON. FOR AVOIDANCE OF DOUBT, EUROTEC SHALL NOT BE LIABLE FOR BUYER'S ECONOMIC LOSS, LOSS OF MARKET VALUE TO BUYER'S PROPERTY FOLLOWING REPAIR OR REPLACEMENT OF THE DEFECTIVE ITEM, OR EXPENSES INCURRED EXTERNAL TO THE ITEM OR ASSEMBLY IN WHICH IT IS INSTALLED.

4. EUROTEC'S SOLE RESPONSIBILITY UNDER THIS LIMITED WARRANTY, AND BUYER'S ONLY REMEDY, SHALL BE REPAIR OR REPLACEMENT OF THE DEFECTIVE ITEM AS SET FORTH ABOVE. IN NO EVENT SHALL EUROTEC'S LIABILITY EXCEED THE PURCHASE PRICE OF THE ORIGINAL ITEM ON THE INVOICE OF SALE.
5. NO VARIATION OR EXTENSION OF THIS LIMITED WARRANTY OR REMEDY HEREUNDER SHALL BE EFFECTIVE UNLESS AGREED TO IN WRITING BY EUROTEC'S AUTHORIZED REPRESENTATIVE.
6. BUYER ACKNOWLEDGES THAT IT HAS EXPRESSLY AGREED TO THE TERMS AND PROVISIONS OF THIS LIMITED WARRANTY IN CONSIDERATION OF THE PURCHASE PRICE AND OTHER PROVISIONS OF THE AGREEMENT WITH EUROTEC. TO THE EXTENT KANSAS AND ANY OTHER APPLICABLE LAW DO NOT ALLOW THE LIMITATIONS SET FORTH HEREIN, SUCH LIMITATIONS SHALL NOT BE APPLIED, BUT ALL LIMITATIONS AND DISCLAIMERS PERMITTED BY SUCH LAWS SHALL REMAIN IN EFFECT.

E. MISCELLANEOUS TERMS

1. Governing Law. This Limited Warranty shall be governed by the laws of the State of Kansas. Venue of any claim brought by Buyer shall only be proper in the District Court of Douglas County, Kansas or federal courts of Kansas.
2. Signatures transmitted electronically via PDF file or Facsimile shall be binding as if original. This agreement may be executed in counterparts.

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EuroTec Vertical Flight Solutions Limited Warranty

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: _____
Name of Entity or Individual Buyer

BY:

Authorized Signature: _____

Name Printed: _____

Title _____

Date: _____