Textron Aviation Spare Part Warranty (Cessna Aircraft Company and Beechcraft Corporation)

A. Textron Aviation Spare Part Limited Warranty:

- (1) Subject to the limitations and conditions below. Textron Aviation provides a Spare Part Warranty for each new and exchange spare part sold by Textron Aviation to be free from defects in material and workmanship; provided, however, that the defect must be discovered and reported within a period of six (6) months from date of installation, and the claim must be filed and part returned to Textron Aviation within thirty (30) days of discovery of the defect.
- (2) The entire extent of Textron Aviation's liability shall be limited to repairing or replacing at Textron Aviation's sole discretion, any replacement part or assembly within the 6 month warranty period. The flat rate labor established by Textron Aviation necessary to remove the part from the aircraft and reinstall it will also be covered by this Limited Warranty, provided the work is performed at a properly rated Textron Aviation Authorized Service Facility.
- (3) The part to be repaired or replaced must in all instances be returned, shipping prepaid, to Textron Aviation and with a Textron Aviation issued Return Authorization. All import duties, customs brokerage charges, sales tax, use taxes and misc. fees, if any, on such warranty repairs or replacements assemblies or parts are the warranty recipient's sole responsibility. This Spare Part Limited Warranty will apply to any part repaired or replaced by a properly rated Textron Aviation Authorized Service Facility pursuant to this Warranty, provided, however that such warranty for the part repaired or replaced shall be limited to the unexpired portion of the Spare Parts Limited Warranty described in paragraph (1) above, as applicable. In other words, the warranty period of the part repaired or replaced does not re-start from the date of reinstallation.

B. Limitations Applicable to Textron Aviation's Spare Part Warranty:

- (1) This Spare Part Warranty shall be void, and Textron Aviation will be relieved of
 - all obligations and liability under this Warranty if:

 (a) The alleged defect in the part is caused by misuse, abuse, or negligence on the part of someone other than Textron Aviation, or by corrosion, delamination or accident: or
 - (b) The alleged defect in the part is the result of normal wear, exposure or maintenance service, that in any way that, in the sole judgment of Textron Aviation, adversely affects the performance, stability or reliability, or found to be free of defects; or
 - (c) Any Textron Aviation or manufacturer identification mark or name or serial number has been removed; or
 - (d) The aircraft and/or equipment has not been maintained, operated or stored either in accordance with applicable manuals, communications or other written instructions of Textron Aviation or any manufacturer of the part involved, or in accordance with applicable Federal Aviation Regulations and advisory circulars unless Buyer shows that such maintenance, operation or storage was not a contributory cause of the defect; or
 - (e) The part has been modified or altered after delivery other than by its manufacturer or in accordance with a modification or alteration scheme approved in writing by its manufacturer. In addition, any part or system of the aircraft affected by a modified or altered part will not be covered by this Warranty: or
 - (f) The part is used on the aircraft for purposes other than conventional owner/operator usage. Usage not considered conventional owner/operator usage includes, but is not limited to, scheduled airline, shared ownership fleet, government/military or special mission operations and flight/pilot training operations; or
 - (g) If the alleged defect in or damage to the part was ascertainable by visual inspection upon receipt from Textron Aviation and a claim is not submitted to the Textron Aviation Warranty Department within thirty (30) days from invoice date. This will require end buyer to do a visual inspection of all Textron Aviation parts upon receipt at the ship-to destination.
- (2) Textron Aviation shall not be in breach of this Spare Part Limited Warranty solely because a part requires, subsequent to its delivery, some modification or alteration for product improvements or in order to meet a change in the requirements of any applicable Federal Aviation Regulation.
- (3) TEXTRON AVIATION HEREBY DISCLAIMS, AND BUYER WAIVES AS TO SELLER AND TEXTRON AVIATION, ALL OTHER WARRANTIES, WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
- (4) THE OBLIGATIONS OF TEXTRON AVIATION SET FORTH HEREIN SHALL BE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY, AND, TO THE SAME EXTENT, NEITHER TEXTRON AVIATION NOR SELLER SHALL BE THE SAME EXTENT, NEITHER LEXTRON AVIATION NOR SELLER SHALL BE LIABLE FOR ANY GENERAL, CONSEQUENTIAL, INCIDENTAL, SUBSEQUENT OR COLLATERAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR DIMINUTION OF MARKET VALUE, LOSS OF USE OR LOSS OF PROFITS, OR ANY DAMAGES TO THE AIRPLANE CLAIMED BY THE BUYER OR ANY OTHER PERSON OR ENTITY UPON THE THEORIES OF NEGLIGENCE OR STRICT LIABILITY IN TORT.
- (5) ANY ACTION BY BUYER FOR BREACH OF THIS WARRANTY BY EITHER TEXTRON AVIATION OR THE PART SELLER MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. THE CAUSE OF ACTION ACCRUES WHEN THE BUYER FIRST LEARNS THAT THE WARRANTY HAS BEEN BREACHED.

C. Other warranties applicable to certain Cessna Citation aircraft:

- Honeywell, Collins and Ametek parts have a twelve month warranty, regardless of shelf life; and
- (2) Select Brake Programs must have reported landings on the respective brake at time of removal for a pro-rated credit consideration to be issued (to be accomplished using the Wear Pin Tool).

D. Hawker 4000 and Premier parts:

Textron Aviation does not extend a warranty for Hawker 4000 and Premier parts. The warranty, if any, offered by the parts manufacturer will be passed through to the Buyer. Textron Aviation will process a warranty claim for a Hawker 4000 or Premier part with the parts manufacturer on behalf of the Buyer. The defect must be discovered and reported within twelve (12) months of date of purchase for new, overhauled, rebuilt, repaired and serviceable Hawker 4000 or Premier parts, and the claim must be filed within thirty (30) days of discovery of the defect.

E. Core Return Requirements:

- (1) A Textron Aviation issued core Return Authorization must be included with each returned core.
- (2) Cores must be returned with a completed service data tag documented by a licensed mechanic or authorized repair station.
- (3) Cores should be carefully repackaged to preclude shipping damage, and the original packing material/methods supplied should be reused when possible
- (4) Cores must be returned to Textron Aviation, unless otherwise directed by Textron Aviation, within 30 days for US domestic orders or 45 days for international orders, calculated from the date of shipment.
- (5) Textron Aviation reserves the right to reject and return cores at customer expense and not issue core credit or reduced core credit for cores that are BER (Beyond Economic Repair), have incomplete data tags, have been disassembled, are not like for like part number or if the core returned exceeds normal run out condition and is going to incur charges over and above the standard overhaul. Textron Aviation will provide bill back notification to the customer within 60 days from receipt of the core if any over and above charges or core unacceptability should be identified.
- (6) Failure to comply with the above requirements may delay, reduce or forfeit core credit issuance
- F. Short Shipments: Reports of shortage in shipment must be made within 10 days

Authorized Returned Goods Requirements:

Customers authorized to purchase parts direct from Textron Aviation are eligible to return parts ordered in error. The following criteria must be met to return a mis-ordered

- (1) All returns must have prior approval to return.

 (a) For new part returns, requests to return components must be made within 30 days from date of shipment, via the WEB based ARG/New Part Return" claim form found on parts@txtav.com,
 - (b) For warranty returns, requests to return components must be made within 30 days from discovery of defect via the WEB based "Create Claim" form found on parts@txtav.com, or call 1.316.517.5603 or 1.800.835.4000. (c) For more information or if you have any questions regarding return approval:

Please contact TAPD Customer Service Representative at 1.800.835-4000 (US/Domestic) 316.517.5603 (International)

- (2) All parts should be returned with all freight and custom charges prepaid. A copy of the Return Authorization form provided by Textron Aviation must be included in the shipment in addition to any other required shipping documents.
- (3) Original Airworthiness Documentation furnished with the original shipment must also accompany the part.
- (4) The parts must not have been installed in an aircraft or damaged, and in the opinion of Textron Aviation must be in the same condition as when they were sold by
- (5) The original packing material/methods should be reused when possible.
- (6) Returns must be properly cased, plugged or capped as appropriate and be suitably protected for shipment with packing, shock mounts, shipping flanges or other protective measures so that they arrive at Textron Aviation in good condition. Improper packing may be cause for rejection of credit. All rotable returns must have all original supplier paperwork. Statically sealed items must be returned unopened.
- (7) All returned parts are subject to handling charges of 20% of the invoiced price of the item (\$50.00 minimum/\$500.00 maximum) on stock items. Any required recertification prior to restocking and/or items which must be added to part will be charged to the customer.
- (8) If the return is the result of a Textron Aviation error, all Textron invoiced costs will be credited including freight.
- (9) Claims to the freight carrier for carton damage should be submitted upon receipt for carton damage within ten (10) days from invoice date