

## NEWS YOU CAN USE

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Date: 11 November 2016

To: Textron Aviation Authorized Service Facilities & Customers

Subject: Premier Spares Warranty

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This NEWS YOU CAN USE is being issued to announce that we will begin offering a 6 month from date of install warranty on all Premier parts sold by TAPD (excluding Engines and Avionics), regardless of supplier warranty. Any part purchased on 11/1/2016 and after will carry this warranty coverage.

This coverage will have the same terms and conditions as our standard Spare Part Limited Warranty

### **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 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.*

Thank you!

If you have questions, please contact your claims administrator or email [warranty@txtav.com](mailto:warranty@txtav.com)  
or call 316.517.4658 for assistance.