



Aviation Power Support, LP

APU, LRU, and Component Repair



AVIATION POWER SUPPORT, LP

ATTACHMENT C LIMITED WARRANTY

Aviation Power Support, LP of Durant, Oklahoma (“APS”), warrants that parts or engines repaired under its approved processes are free of defects in workmanship and processes for the following periods upon release: For Overhaul, 1,000 (thousand) hours or 1 (one) year on engines and 500 (five hundred) hours or 6 (six) months on components whichever expires first; for Repair, 500 (five hundred) hours or 6 (six) months whichever expires first on either engines or components. For Hot Section Inspection, on repaired or replaced parts 500 (five hundred) hours or 6 (six) months whichever expires first; on components overhauled under this section 500 (five hundred) hours or 6 (six) months whichever expires first; on components tested or adjusted no warranty as well as only inspected parts; this excludes parts with limited service life in accordance with the Heavy Maintenance or Light Overhaul Manufacturer’s Manual. for Inspection/ Bench Test/ Adjustment/Identification / Tagging, no warranty. This does not include electrical charged items such as the Harness which has a start up warranty only with a 30 day shelf life. APS will not take responsibility for defective, inherent or inferior design flaws of the OEM castings and/or forgings which may or may not include issued ADs. APS will not take responsibility defective parts supplied that is not overhauled or repaired by APS.

APS will, at its option, repair or replace the warranted part, or issue credit for the original repair cost.

APS’s obligations under this warranty are subject to the following requirements which are conditions to the effectiveness of the warranty:

- 1) A written notice of any claim must be presented to APS within the warranty period, but not later than 30 days after the discovery of the defect.
- 2) The subject warranted part must be delivered to APS at the customer’s expense within 30 days after notice. The customer is responsible for all shipping charges to and from your location.
- 3) The subject warranted part must, when delivered to APS for warranty consideration, be accompanied by an APS yellow tag and/or an FAA Form 8130-3.
- 4) Aviation Power Support, LP must determine that the warranted part is defective; and was installed, maintained and operated in accordance with the applicable manufacturer’s directions and instructions (including, without limitation, the applicable manuals, handbooks, service bulletins, service letters, service instruction); and has not been altered or repaired outside APS’s facilities without written authorization; and has not been subject to misuse, neglect, abuse, accident or damage from the elements.



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- 5) An APS representative must be included in all investigations related to the warranted product. APS shall have the right to (a) examine and test the part at its facilities or at the facilities of (and with the assistance of) an outside expert (b) and examine and copy any aircraft or engine logs or other documents relevant to customer's use of the warranted product.
- 6) APS must be notified 10 days prior to any formal investigation of a warranty claim (i.e., an investigation by the engine manufacturer, by any other manufacturer, or by the FAA or any other governmental agency).
- 7) Customer's account with APS must be current at the time of submission of the warranty claim and throughout the period of warranty consideration.

The customer is responsible for (a) inspection of the part to discover any nonconformity with the customer's purchase order specifications, and (b) notification of subsequent purchasers and/or users as to the terms, conditions and limitations of this warranty.

Products produced in conformity with approved samples are deemed in compliance with the customer's purchase order in the absence of any other specifications referenced therein.

APS will notify customer of its warranty decision within 30 days after APS's receipt of the warranted part, accompanied by an APS yellow tag and/or an FAA form 8130-3. Denial of warranty coverage may, at APS's sole option, be subject to subsequent reconsideration on the basis of further investigation of the part or the claim.

Completion and shipment of products covered by this warranty is expressly made conditional upon acceptance of the foregoing warranty terms and conditions, which may be different from those set forth on the customer's purchase order. Customer's use of products covered by this warranty shall constitute customer's acceptance of this warranty, with the terms, conditions and limitations set forth in this warranty, as the exclusive statement of APS's obligations to customer with respect to (a) the warranty product and (b) any services rendered or provided by APS with respect to the warranted product. This warranty supersedes all other purchase documentation or other documentation which is inconsistent with, or which would impose upon APS obligations in addition to, the terms and condition of this warranty. This warranty shall govern both exchange transaction and outright sale transactions.

This warranty shall be governed by the laws of the state of Oklahoma.

This warranty is in lieu of all other warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose. There are no warranties which extend beyond the description on the face hereof. Aviation Power Support, LP. will in no event be liable for incidental or consequential damages. Repair or replacement (at the option of APS) of the warranted part, or issuance of credit for the original repair cost, shall constitute the sole remedies of the customer under this warranty. Aviation Power Support, LP. reserves the right to modify this warranty policy at any time without prior notification.

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