

# ATEC AIRCRAFT LIMITED WARRANTY

Effective as of March 2007



## 1. ATEC AIRCRAFT LIMITED WARRANTY

### 1.1. GENERAL

ATEC v.o.s. (hereinafter referred to as „ATEC“) warrants that the Aircraft is free from defects in material and workmanship for the periods defined in this Warranty Policy („Warranty“).

This Warranty applies only to the Aircraft identified by the Aircraft serial number specified in this Warranty and ATEC - installed options, accessories and items of equipment or components included thereon at the time to delivery by ATEC, subject to the conditions, exclusions and procedural requirements specified herein.

### 1.2. ACTIVATION AND EFFECTIVITY

This Warranty shall be activated and becomes effective as of the date of Delivery of the Aircraft to the Owner of Record (OR). ATEC, directly or by means of an authorized Distributor shall then:

- 1.2.1. Activate the Aircraft Warranty in the name of the OR.
- 1.2.2. Forward a certified copy of the Warranty policy for the OR.

### 1.3. PROVISIONS

This Warranty shall remain in effect from the date of activation as follows:  
- 24 consecutive months or 500 hours time in operation, whichever term expires first

### 1.4. EXCLUSIONS

- 1.4.1. This Warranty shall not apply unless the aircraft and all its components and accessories are handled, operated, inspected, serviced, maintained and stored within the limits and the strict compliance with all handling, operating, inspection, service, maintenance and storage instructions and procedures issued by ATEC and, where applicable, the component manufacturer. This Warranty does not apply to the Aircraft engine, engine accessories, propeller and propeller accessories and installed avionics, which are covered under separate and independent warranties issued by the respective manufacturers through their established field service organization, Warranty policies and procedures.
- 1.4.2. The provisions of this Warranty apply neither to labour nor parts utilized in connection with Aircraft Service Bulletins (SB) issued, or normal maintenance and inspection services included, but not limited to, sheduled inspections, pre- and post-flight servicing, routine rigging and calibration checks, or engine turning or Airworthiness Directives (AD) issued.
- 1.4.3. ATEC shall bear all costs of labour and parts required to conform to Mandatory Service Bulletins (MSB) and this Warranty shall then be extended to cover all such labour and parts.

- 1.4.4. ATEC provisions of this Warranty do not apply to any Aircraft system, component or material which have been subject to misuse, negligence, unauthorized alteration or accident (e.g. composite delamination due to damage of skin because of stone fall, ice or bird strike, interior upholstery and rubber seals, paint or striping) or which shall have deteriorated due to extraordinary wear or exposure, including, but not limited to, the effects of hail, volcanic eruption, „acid“ rain, dust and/or sand storms, chemical discharges, foreign objects and other such unpredictable phenomenon, whether natural or manmade, which is beyond the control of ATEC.
- 1.4.5. The provisions of this Warranty do not apply to Aircraft systems, components or materials which are subject to extraordinary wear and which are listed bellow:
- Exhaust System
  - Wheel Fairings
  - Landing Gears
- For those parts a pro-rata Warranty shall become effective at the date of activation as specified under ACTIVATION AND EFFECTIVITY. In case of covered defect, ATEC shall compensate the costs proportional to the flying hour mileage of the defective item at the time of the occurrence of the defect in relation to the Warranty hours stated in PROVISIONS. Example: 500 hours Warranty coverage, 300 hours component time at the occurrence of the defect (200 hours remaining to Warranty coverage), ATEC compensates 4/10ths of the cost.
- 1.4.6. Normal wear and tear, regular maintenance and overhaul, result of act of providence or the public enemy, war, sabotage, riots or vandalism or continued operation of the aircraft, components and/or accessories thereof after and despite the detection of an alleged defect shall not be covered under this Warranty.
- 1.4.7. The provisions of this Warranty do not apply to any modification in any form whatsoever to the Aircraft or its system unless specifically recommended or required and approved by ATEC. Optional modifications other than those, which are installed by ATEC prior to retail delivery of the Aircraft, are not covered by this Warranty.
- 1.4.8. The provisions of this Warranty do not apply to fluids, agents and components subject to normal operation consumption, servicing wear and tear, including, but not limited to, fuel, oil, hydraulic fluid, tires, brake linings and discs, batteries, lubricants, polishes, waxes or cleaning agents.
- 1.4.9. Any costs and expenses resulting from shipping, transportation or handling in connection with the delivery of the Aircraft for Warranty repairs, obtaining or returning replacement parts or applying for Warranty credit are not covered by this Warranty.
- 1.4.10. This Warranty shall become null and void for any part of the Aircraft from which the Manufacturers Trade Mark or name or serial number has been removed such that its origin cannot be identified.
- 1.4.11. ATEC does not warrant, and is hereby relieved of any obligation to warrant, any accessory, equipment or part incorporated in the Aircraft which is not furnished pursuant to this Warranty, or any amendment to this Warranty, including, without limitation installation of accessories, equipment or parts, or the repair, alterations or modifications to or of the Aircraft made by the OR or any third party.

- 1.4.12. The OR shall not be entitled to the benefits of this Warranty if the OR operates the Aircraft with parts or components, which are not listed in ATEC Parts Catalogues and this Warranty shall become null and void upon installation of such parts and components. In any event ATEC shall not be liable for any loss or damage of property, injury or death in association with any failures, incidents and accidents involving such parts or components.
- 1.4.13. The OR shall not be entitled to the benefits of this Warranty if the OR does not maintain complete records of operation and maintenance of the Aircraft and make such records available to ATEC. The failure of the OR to maintain such records shall relieve ATEC of its Warranty obligations. The OR shall notify any subsequent OR, owner, assignee, operator or transferee of the Aircraft of their obligation to maintain such records and to make them available for ATEC inspection. Whether notified or not, if such a person does not comply with the foregoing, that person shall not be entitled to the benefits of this Warranty.

## **1.5. DEFECT NOTIFICATION**

- 1.5.1. Upon discovery of an alleged defect the OR shall, within thirty (30) days from such discovery, notify an ATEC Authorized Service Center (AASC) and deliver the item to and arrange for repair by such AASC, accompanied by a written defect report.
- 1.5.2. The AASC may require proof of original equipment or, in case of replacement parts Warranty, proof of purchase from ATEC of the defective and any replacement parts.
- 1.5.3. ATEC may require the AASC to return the defective parts or components for evaluation prior or subsequent to the approval of any Warranty Credit. All materials for which Warranty Credit has been issued shall become the sole property of ATEC.
- 1.5.4. A defect falls within this Warranty if it is detected during the Warranty period even if the written notice has not been submitted by the OR before the expiration of this period.

## **1.6. CORRECTIVE ACTIONS**

- 1.6.1. Upon receipt of prompt notification and satisfactory evidence of a covered defect including return of defective materials and confirmations of the existence of a defect under this Warranty by ATEC, ATEC sole obligation under this Warranty shall be to correct the defect or deficiency of the component(s) to an airworthy condition in accordance with ATEC technical and design specifications.
- 1.6.2. ATEC reserves the right to replace parts with Repaired, Overhauled or New parts when available, provided that each such ATEC replacement part shall be of at least equivalent specification and has a remaining life of the part replaced.
- 1.6.3. Any items corrected or furnished under Warranty in accordance with Policy shall be subject to Warranty in accordance with this Policy. However, the applicable Warranty period for repaired and/or replaced parts will be remainder of the original Warranty period as stated in PROVISIONS.

- 1.6.4. The repair or replacement of defective parts under an accepted Warranty claim will be made without charge to the OR for parts or labour, or for the removal installation or repair, and in any cases excluding transportation, sales or use taxes, if any. Travel expenses for any engineering personnel required to fulfill any accepted Warranty claim raised by the OR are not covered by this Warranty.
- 1.6.5. The AASC may, at its option, invoice the OR or operator for labour and/or material costs in the event that ATEC rejects any claim under this Warranty.

### **1.7. NO FAULT FOUND**

If a duly reported defect cannot be confirmed as such by ATEC and therefore no repair or replacement will be necessary, the OR shall bear all costs accrued in connection with the examination of the alleged defect. Round-trip transportation charges for the transportation from the location of such items to AASC and subsequently to ATEC and the risk of loss thereof shall be borne by the OR.

### **1.8. LABOUR UNDER WARRANTY**

Labour costs covered under this Warranty are the costs required in order to remove and replace a defective part or to correct a defective installation and/or process. Compensation for labour shall be at the AASC shop rate and no overtime labour shall be utilized unless prior and specific approval in writing has been provided by ATEC respectively.

### **1.9. ASSIGNMENT OF WARRANTY**

The rights of the OR under this Warranty, if any, may be transferred and assigned to subsequent owner(s) of the Aircraft subject to a written notification to ATEC, duly signed by both the selling and purchasing parties involved. In order to become valid, the notification to ATEC of such transfer and assignment must be made within thirty (30) days of the transfer of title to the new OR. Upon receipt, OR shall:

- Notify ATEC and the manufacturers of the components of the Aircraft of the transfer of ownership
- Notify the new OR of any Warranty remaining on the Aircraft

However, Warranty claims which have been filed on or before the time of transfer of Aircraft ownership may not be assigned or otherwise be transferred and shall exclusively be settled between ATEC and the OR at the time the claim was initially filed.

### **1.10. RIGHTS AND OBLIGATIONS**

- 1.10.1. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THIS WARRANTY, ALL OTHER WARRANTIES AND REPRESENTATIONS OF ATEC ARE EXCLUDED. THE WARRANTIES AND REPRESENTATIONS PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE ABOVE DESCRIBED AND IDENTIFIED AIRCRAFT OR INSTALLED OPTIONS, ACCESSORIES, EQUIPMENT OR COMPONENTS.

- 1.10.2. IN NO EVENT SHALL BE ATEC LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATIONS, LOSS OF PROFITS, LOSS OF BUSINESS, AND LOSS OF AIRCRAFT USE, ARISING FROM DEFAULTS OR OMISSIONS BY ATEC IN THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH IRRESPECTIVE WHETHER THE BASIS OF THE LIABILITY IS A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTES, OR OTHER.
- 1.10.3. ANY OTHER OBLIGATION AND/OR LIABILITY OF ATEC, WHETHER FOR NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, INCLUDING LOSS OF USE, INCONVENIENCE, COMMERCIAL LOSS OR OTHER DIRECT OR INDIRECT, CONSEQUENTIAL, INCIDENTAL, GENERAL OR SPECIAL DAMAGES, BY REASON OF THE MANUFACTURER, MARKETING, SALE, LEASE, OR USE OF ANY AIRCRAFT, PART, COMPONENT OR SERVICE EXCLUDED.
- 1.10.4. ATEC'S AGGREGATE LIABILITY UNDER THIS WARRANTY SHALL IN ANY EVENT BE LIMITED TO AN AMOUNT EQUAL TO THE PRICE ORIGINALLY PAID BY THE OWNER OF RECORD FOR THE SPECIFIC DEFECTIVE AIRCRAFT.
- 1.10.5. ATEC NEITHER ASSUMES NOR AUTHORIZES OWNER OF RECORD, SALES, SERVICE OR PARTS CENTRE, EMPLOYEES OR ANY OTHER PERSON, ENTITY OR ANYONE ELSE BY REASON OF THE MANUFACTURER AND/OR SALE AND/OR LEASE AND/OR USE OF THE IDENTIFIED AIRCRAFT, TO ASSUME FOR IT ANY OBLIGATION OR LIABILITY, OR TO EXTEND ANY OTHER OR FURTHER WARRANTY OR TO INCUR OR ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE SALE, USE, OPERATION, MAINTENANCE, SERVICING, OR ANY OTHER ASPECT OF THE AIRCRAFT AND PRODUCTS SUBJECT HEREOF, OTHER THAN THOSE EXPRESSLY SET OUT HEREIN.

ATEC reserves the right to change the contents of this Warranty any time without prior notice.

## **2. ATEC PARTS LIMITED WARRANTY**

### **2.1. GENERAL**

ATEC expressly warrants that all Exchange Parts and Spare Parts shall be free from defects in material and workmanship.

This Parts Warranty applies only to genuine ATEC manufactured Parts purchased from ATEC or any ATEC Authorized Service Center (AASC).

### **2.2. PROVISIONS**

The Parts Warranty periods shall be:

- 2.2.1. For new Spare Parts: 24 consecutive months from the date of delivery or 500 hours time in service, whichever term expires first.
- 2.2.2. For overhauled Exchanged Parts: 12 consecutive months from the date of installation on the Aircraft or 500 hours time in service however the Parts Warranty is limited to a period of 18 months after delivery, whichever occurs first.

- 2.2.3. For repaired Exchange Parts: 6 consecutive months from the date of installation on the Aircraft or 250 hours time in service however the Parts Warranty is limited to a period of 9 months after delivery, whichever occurs first.
- 2.2.4. For spare parts with limited life time and lifetime less than the applicable period stated in 2.2.1, or 2.2.3, the Parts Warranty is limited to the lifetime as mentioned thereon.

### **2.3. EXCLUSIONS**

- 2.3.1. This Parts Warranty shall not apply to genuine vendor parts purchased from ATEC or from an AASC. Such parts are, without limitations, subject to the Warranty period by the original manufacturer.
- 2.3.2. This Parts Warranty shall not apply unless the Part has been installed, operated, inspected, serviced and maintained in strict accordance with all operating, inspection, service and maintenance instructions issued by ATEC and, where applicable, the component manufacturer.
- 2.3.3. The provisions of the Parts Warranty do not apply to any Parts which have been subject to misuse, negligence, unauthorized alteration or accident, or which shall have deteriorated due to extraordinary wear or exposure, including, but not limited to, the effects of hail, volcanic eruption, acid rain, dust and/or sand storm, chemical discharges and other such unpredictable phenomenon, whether natural or manmade, which beyond the control of ATEC.
- 2.3.4. The provisions of this Parts Warranty do not apply to any modification to the Part or its systems in any form unless specifically approved by ATEC.
- 2.3.5. Normal wear and tear, regular maintenance and overhaul, result of an act of providence of the public enemy, war, sabotage, riots or vandalism or continued operation of the Part thereof after and despite the detection of an alleged defect shall not be covered under this Warranty.
- 2.3.6. The provisions of this Parts Warranty do not apply to any shipping, transportation or handling expenses incurred in delivering the spare parts for Warranty repairs, obtaining or returning replacement parts or applying for any Warranty credit.
- 2.3.7. This Parts Warranty shall become null and void for any Part from which the Manufacturers Trade Mark or name or serial number has been removed such that its origin cannot be identified.

### **2.4. DEFECT NOTIFICATION**

- 2.4.1. Upon discovery of an alleged defect the OR shall, within thirty (30) days from such discovery, notify AASC and deliver the item to and arrange for repair by such AASC, accompanied by a written defect report.
- 2.4.2. ATEC may require proof of original equipment installation or, in case of replacement parts, proof of purchase from ATEC of the defective and any replacement parts.
- 2.4.3. ATEC may require the AASC to return the defective parts for evaluation prior or subsequent to the approval of any Warranty Credit. All materials for which Warranty Credit has been issued shall become the sole property of ATEC.

- 2.4.4. A defect falls within this Warranty if it is detected during the Warranty period even if the written notice has not been issued before the expiration of this period.
- 2.4.5. Any defects which are not reported within 30 days from the day of their discovery shall not qualify for to any claims under this Part Warranty.

## **2.5. CORRECTIVE ACTIONS**

- 2.5.1. Upon receipt of prompt notification and satisfactory evidence of a covered defect including return of defective materials and confirmations of the existence of a defect under this Parts Warranty by ATEC, ATEC sole obligation under this Warranty shall be to correct the defect or deficiency of the Part(s) to an airworthy condition in accordance with ATEC technical and design specifications.
- 2.5.2. ATEC reserves the right to replace parts with Repaired, Overhauled or New parts when available, provided that each such ATEC replacement part shall be of at least equivalent specification and has a remaining life of the part replaced.
- 2.5.3. Any items corrected or finished under Parts Warranty in accordance with Policy shall be subject to Parts Warranty in accordance with this Policy. However, the applicable Warranty period for repaired and/or replaced parts will be remained of the original Parts Warranty period as stated in PROVISIONS.
- 2.5.4. The repair or replacement of defective parts under an accepted Warranty claim will be made without charge to the OR for parts or labor, or for the removal installation or repair and in any cases excluding transportation, sales or use taxes, if any. Travel expenses for any engineering personnel required to fulfill any accepted Warranty claim raised by the OR are not covered by this Parts Warranty.
- 2.5.5. The AASC may, at its option, invoice the OR or operator for labor and/or material costs in the event that ATEC rejects any claim under this Parts Warranty.

## **2.6. LABOR UNDER WARRANTY**

Labor costs covered under this Parts Warranty are the costs labor required in order to remove and replace a defective Part. Compensation fo labor shall be at the AASC shop rate and no overtime labor shall be utilized unless prior and specific approval in writing has been provided by ATEC respectively.

All labor for the purpose of trouble shooting shall be subject to the prior and specific approval in writing by ATEC before its execution.

## **2.7. RIGHTS AND OBLIGATIONS**

- 2.7.1. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HERE AND ABOVE, AND IN LIEU OF ALL OTHER WARRANTIES, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE ABOVE DESCRIBED AND IDENTIFIED AIRCRAFT OR INSTALLED OPTIONS, ACCESSORIES, EQUIPMENT OR COMPONENTS.

- 2.7.2. IN NO EVENT SHALL ATEC BE LIABLE TO THE OWNER OF RECORD FOR ANY AMOUNTS REPRESENTING OWNERS OF RECORD INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATIONS, LOSS OF PROFITS, LOSS OF BUSINESS, AND LOSS OF AIRCRAFT USE, ARISING FROM ERRORS OR OMMISIONS BY ATEC IN THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR ANY ACTS OR OMMINISIONS ASSOCIATED THEREWITH IRRESPECTIVE WHETHER THE BASIS OF THE LIABILITY IS A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTES, OR OTHER.
- 2.7.3. ANY OTHER OBLIGATION AND/OR LIABILITY OF ATEC, WHETHER FOR NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, INCLUDING LOSS OF USE, INCONVENIENCE, COMMERCIAL LOSS OR OTHER DIRECT OR INDIRECT, CONSEQUENTIAL, INCIDENTAL, GENERAL OR SPECIAL DAMAGES, BY REASON OF THE MANUFACTURER, MARKETING, SALE, LEASE, OR USE OF ANY AIRCRAFT, PART, COMPONENT OR SERVICE IS EXCLUDED.
- 2.7.4. ATEC´S AGGREGATE LIABILITY UNDER THIS WARRANTY SHALL IN ANY EVENT BE LIMITED TO AN AMOUNT EQUAL TO THE PRICE ORIGINALLY PAID BY THE OWNER OF RECORD FOR THE SPECIFIC DEFECTIVE AIRCRAFT.
- 2.7.5. ATEC NEITHER ASSUMES NOR AUTHORIZES OWNER OF RECORD, SALES, SERVICE OR PARTS CENTRE, EMPLOYEES OR ANY OTHER PERSON, ENTITY OR ANYONE ELSE BY REASON OF THE MANUFACTURER AND/OR SALE AND/OR LEASE AND/OR USE OF THE IDENTIFIED AIRCRAFT, TO ASSUME FOR IT ANY OBLIGATION OR LIABILITY, OR TO EXTEND ANY OTHER OR FURTHER WARRANTY OR TO INCUR OR ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE SALE, USE, OPERATION, MAINTENANCE, SERVICING, OR ANY OTHER ASPECT OF THE AIRCRAFT AND PRODUCTS SUBJECT HEREOF, OTHER THAN THOSE EXPRESSLY SET OUT HEREIN.

ATEC reserves the right to change the contents of this Warranty any time without prior notice.

**3. ACKNOWLEDGEMENT**

The Purchaser acknowledges reading this ATEC WARRANTY and agrees to all conditions stipulated herein.

Purchaser´s confirmation of acceptance of the ATEC WARRANTY

Print Name .....

Signature .....

Date .....