

Commercial Warranty Programs



Commercial Warranty Programs

Fly Smart. Fly Bell.

Welcome to Bell Helicopter, a culture supremely devoted to you, your needs, your missions, and your success. We are people who mean what we say, and do what we set out to do. We design, build, and support the most proven, most reliable, and best performing aircraft in the world. We offer the best pilot and mechanic training in the world. We provide the best customer support in the world. And today, we are redefining the possibilities of flight with our revolutionary tiltrotor technology. Welcome to flying smart. Welcome to flying Bell. Welcome to the leading edge of vertical lift.

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MAILING ADDRESS

Bell Helicopter Textron Inc.
Post Office Box 482
Fort Worth, Texas 76101
Attn: Warranty Administration

PARTS RETURN ADDRESS

Bell Helicopter Textron Inc.
Logistics Center
776 Henrietta Creek Rd
Roanoke, Texas 76262
Attn: CPR Monitor (Warranty Return)

TELECOMMUNICATION NUMBERS

Telephone: 817-280-3406
Fax: 817-280-8898
warrantycpr@bellhelicopter.textron.com

The data set forth herein are general in nature and may vary with conditions. For performance data and operating limitations for any specific flight mission, reference must be made to the approved flight manual. Bell Helicopter Textron Inc. 2007 All Rights Reserved.

INTRODUCTION

This booklet provides warranty procedures relative to new Bell helicopters, used Bell helicopters and Bell helicopter spares delivered after January 2007. The warranty contract is contained in the terms and conditions of your Purchase Agreement for applicable helicopters and spares.

If there are any differences between the information in this brochure and the warranty as set forth in the Purchase Agreement, the terms and conditions of the Purchase Agreement will prevail.

Warranty Administration for helicopters manufactured by both Bell Helicopter Textron Inc. and Bell Helicopter Textron, a Division of Textron Canada Limited, is conducted out of Fort Worth, Texas by Bell Helicopter Textron Inc. All references in this booklet to Bell Helicopter Textron (BHT) shall mean Bell Helicopter Textron Inc. or Bell Helicopter Textron, a Division of Textron Canada Limited, whichever is the seller of the helicopter or part purchased.

WARRANTY CLAIMS SUBMITTAL

This booklet is provided to assist you in filing for warranty coverage against Bell Helicopters and Spare Parts used there in which are purchased from Bell Helicopter Textron. Included are the terms and conditions of Bell's New Helicopters, Used Helicopters, and Spare Parts warranties, as well as those of the major suppliers whose products are part of your finished aircraft.

YOUR CHOICE OF WARRANTY COVERAGE!

Bell Helicopter currently offers purchasers of its New Helicopters a **choice** of warranty coverage plans. The first plan provides prorated coverage for two years or 2,000 flight hours, whichever occurs first, and is described on page 8. The second plan provides non-prorated coverage for two years or 1,000 flight hours, whichever occurs first, and is described on page 9. The third plan provides non-prorated coverage for three years or 500 flight hours, whichever occurs first, and is described on page 10. This choice of coverage is unique in the industry, and allows customers to select a coverage plan which best meets their anticipated flying schedule. You can also buy a Used Helicopter from Bell with the confidence that it is backed by a factory warranty. Our Used Helicopters are warranted for six months, or 500 flight hours prorated, whichever occurs first. This warranty plan is described on page 11. Our Spare Part warranty provides coverage for one year or 1,000 flight hours prorated, whichever occurs first and is described on page 12. Unlike our competitors our spare part warranty does not commence until you install the part.

YOUR CHOICE OF WARRANTY REMEDIES!

Another choice provided to customers when handling parts warranted by Bell Helicopters is the remedy used to resolve warranty claims. Customers may: repair a discrepant part on-site; have the part repaired at a local approved facility; return the part to Bell to be repaired; or may purchase a replacement part from Bell Helicopter and receive warranty reimbursement. This choice of remedies is unique in the industry, and allows customers to tailor the handling of the warranty issue to meet their specific needs. These options are further described on pages 2 and 3. The Bell Helicopter Warranty Administration department, your local Customer Support Representative, and your local Customer Service Facility are available to advise and assist you with any warranty matters.

WARRANTY REMEDIES BHTI MANUFACTURED ITEMS

See page 13 for goods manufactured by other than BHTI

Bell Helicopter provides customers with several options to resolve warranty issues. The following remedies are available to you when handling a warranty related issue on parts manufactured by BHTI. Warranty credit will only be issued for lowest level of maintenance. Replacement of “next higher assembly” will not be covered.

CORE RETURNS

Returns require a “Return Material Authorization” (RMA).

Bell Helicopter must receive core returns within 90 days from the date the claim is processed. If the core is not received within the 90 day period, or an RMA was not used for returning core, your account will be debited for the invoiced value and action will be considered closed.

Note: For warranty resolution of parts manufactured by other than BHTI (i.e. engines, engine accessories, batteries, radios, avionics, etc...) please carefully review the warranty terms and conditions for the respective vendor beginning on page 13 of this brochure.

REMEDY 1– Place a Warranty Order using VISTA:

VISTA has expanded to provide an electronic means of submitting a warranty claim. VISTA will electronically track, manage and record activities of your claim. The electronic form is very similar to the paper form. An added feature is that the electronic submittal will not allow an incomplete claim to be forwarded to Bell. This will preclude many instances where we at Bell have to come back to the customer requesting additional information. By capitalizing on today’s technology, we should be able to improve the claim process and resolve all warranty related issues more expeditiously. The new warranty process will also allow a replacement part order to be placed at the time the claim is submitted, eliminating, in some cases, the requirement to invoice and issue subsequent credit. It is anticipated that this will greatly improve account reconciliation effort for both our customer as well as Bell Helicopter.

Warranty claims are now referred to as **MMIRs** (Maintenance Malfunction Information Report).

From the Warranty Menu page you have several options to choose from. You can submit an MMIR, check the status of an MMIR, check the status of an order generated by an MMIR, or retrieve an MMIR

A) Place a Warranty Order using VISTA and complete the required electronic MMIR.

- Items covered 100% will not be invoiced.
- Items prorated will be invoiced and will be accompanied by the appropriate credit for the covered amount only.
- Items not covered will be invoiced in full.
- All items will be shipped at the time the order is placed (depending on availability) regardless of the warranty disposition.

B) BHTI will issue a Warranty Reply Memo. All VISTA users can view the MMIR disposition by selecting MMIR Status to view disposition of the discrepant part.

REMEDY 2—Have the discrepant part repaired locally and request warranty credit via an electronic claim using VISTA:

- A)** Repair the part at your facility or have it repaired at a Bell approved CSF facility or local facility with warranty managers approval. Prior to repair provide repair quote to BHTI Warranty Department for approval.
- B)** Upon completion of the repair, submit a completed MMIR using VISTA. Be sure and check either Warranty Credit for Local Repair at Outside Facility or Warranty Credit for Local Repair at Customer's Facility.
- C)** Fax a copy of the invoice for the repair and/ or any detail parts used in the repair to (817) 280-8898. Annotate the claim number on the invoice.
- D)** BHTI will issue a Warranty Reply Memo to confirm your warranty credit.

Note: Warranty credit will be issued to satisfy the repair charges provided the repair cost does not exceed 50% of the part's current list price.

REMEDY 3— Return the discrepant part to BHTI for repair:

- A)** Submit a completed MMIR to BHTI Warranty Administration requesting a repair. Be sure to check the block labeled Request Bell Helicopter to Repair the Part under Warranty.
- B)** Obtain the RMA authorization from VISTA. Ship the discrepant part to BHTI. Include a copy of the RMA and reference the MMIR number (must be visible from outside the container). Discrepant parts being returned for warranty repair should be shipped Federal Express freight collect. See page 4 for shipping details.

If material being returned is beyond weight and measurement criteria established by Federal Express contact Bell Transportation Department at 817-280-3640 for domestic shipments, and contact the Import Compliance Department at 817-280-3576 for imports from outside the U.S.

Note: The discrepant part will be repaired and returned. Parts repaired by BHTI under warranty are not subject to prorated charges.

REMEDY 4— Submit Bell Helicopter Malfunction Report paper claim if you do not have Internet access. Call 817-280-3406 for assistance.

Logging on to VISTA

To operate the VISTA web you must have:

- A Personal Computer with a Modem
- Internet access through an Internet Service Provider (ISP)
- Internet Web Browser (Netscape, Internet Explorer, etc.)
- Login ID and Password (Provided by Bell Helicopter Textron)

ID# _____

PASSWORD _____

Enter the URL for the VISTA web site. (<https://info.bhti.com>)

Contact Information

If you need assistance concerning the VISTA site, please contact your Supply Center or the Bell Helicopter Spares Administration **817-280-2551** or email vista@bellhelicopter.textron.com.

The screenshot shows a web login interface. At the top left is the word "Secure" in a large, bold font. To the right is the "Bell Helicopter" logo with "A Textron Company" underneath. The word "WEB" is displayed in large, stylized letters with a helicopter silhouette integrated into the letter "W". Below this, the text "SecureWeb @Bell Login" is centered. There are two input fields: "User Name" and "Password". Below the input fields are three buttons: "Clear", "Forgot Your Password?", and "OK". At the bottom center, there is a blue link labeled "[HELP]".

RETURNING THE DISCREPANT PART FOR WARRANTY INSPECTION OR REPAIR

When Bell Helicopter requires or approves the return of a part to Fort Worth, please follow the following procedures:

- Obtain a RMA (Return Material Authorization) using VISTA or by contacting BHTI warranty.
- **For Domestic Shipments**– http://www.bellhelicopter.com/en/support/pdf/Bell_Dom_Shipping.pdf
- **For International Shipments**– http://www.bellhelicopter.com/en/support/pdf/Bell_Int_Shipping.pdf

If you should have any questions, please contact the Bell Transportation Department at 817-280-3640.

In order to expedite your shipment through U.S. Customs, we will need the following documents sent to us by any of the above methods.

The Commercial invoice in English with line item values in U.S. Dollars and the International Transportation Bill of Lading.

BY FOLLOWING THE ABOVE INSTRUCTIONS, BELL HELICOPTER WILL BE ABLE TO PROVIDE YOUR PARTS SHIPMENT WITH THE SAFEST, MOST SECURE TRANSPORTATION AVAILABLE IN THE FREE WORLD.

BELL HELICOPTER IS A PARTICIPANT IN THE C-TAPT SUPPLY CHAIN PROGRAM.

NEW HELICOPTERS WITH PRORATED WARRANTIES
Part Time in Hours vs. % Credit (Paid to Next Higher %)

HRS.	PCT.	HRS.	PCT.	HRS.	PCT.	HRS.	PCT.	HRS.	PCT.	HRS.	PCT.	HRS.	PCT.
0-200	100%	452	86%	704	72%	956	58%	1,208	44%	1,460	30%	1,730	15%
218	99%	470	85%	722	71%	974	57%	1,226	43%	1,478	29%	1,748	14%
236	98%	488	84%	740	70%	992	56%	1,244	42%	1,496	28%	1,766	13%
254	97%	506	83%	758	69%	1,010	55%	1,262	41%	1,514	27%	1,784	12%
272	96%	524	82%	776	68%	1,028	54%	1,280	40%	1,532	26%	1,802	11%
290	95%	542	81%	794	67%	1,046	53%	1,298	39%	1,550	25%	1,820	10%
308	94%	560	80%	812	66%	1,064	52%	1,316	38%	1,568	24%	1,838	9%
326	93%	578	79%	830	65%	1,082	51%	1,334	37%	1,586	23%	1,856	8%
344	92%	596	78%	848	64%	1,100	50%	1,352	36%	1,604	22%	1,874	7%
362	91%	614	77%	866	63%	1,118	49%	1,370	35%	1,622	21%	1,892	6%
380	90%	632	76%	884	62%	1,136	48%	1,388	34%	1,640	20%	1,910	5%
398	89%	650	75%	902	61%	1,154	47%	1,406	33%	1,658	19%	1,928	4%
416	88%	668	74%	920	60%	1,172	46%	1,424	32%	1,676	18%	1,946	3%
434	87%	686	73%	938	59%	1,190	45%	1,442	31%	1,694	17%	1,964	2%
										1,712	16%	1,982	1%
												2,001	0%

USED HELICOPTERS WITH PRORATED WARRANTIES
Part Time in Hours vs. % Credit (Paid to Next Higher %)

HRS.	PCT.	HRS.	PCT.	HRS.	PCT.
0-100	100%	235	85%	370	70%
109	99%	244	84%	379	69%
118	98%	253	83%	388	68%
127	97%	262	82%	397	67%
136	96%	271	81%	406	66%
145	95%	280	80%	415	65%
154	94%	289	79%	424	64%
163	93%	298	78%	433	63%
172	92%	307	77%	442	62%
181	91%	316	76%	451	61%
190	90%	325	75%	460	60%
199	89%	334	74%	469	59%
208	88%	343	76%	478	58%
217	87%	352	72%	487	57%
226	86%	361	71%	500	56%
				501	0%

SPARE PARTS WITH PRORATED WARRANTIES
Part Time in Hours vs. % Credit (Paid to Next Higher %)

HRS.	PCT.	HRS.	PCT.	HRS.	PCT.
0-200	100%	470	85%	740	70%
218	99%	488	84%	758	69%
236	98%	506	83%	776	68%
254	97%	524	82%	794	67%
272	96%	542	81%	812	66%
290	95%	560	80%	830	65%
308	94%	578	79%	848	64%
326	93%	596	78%	866	63%
344	92%	614	77%	884	62%
362	91%	632	76%	902	61%
380	90%	650	75%	920	60%
398	89%	668	74%	938	59%
416	88%	686	73%	956	58%
434	87%	704	72%	974	57%
452	86%	722	71%	992	56%
				1,001	0%



NEW HELICOPTERS

TWO YEARS/2,000 HOURS PRORATED

NEW HELICOPTERS

TWO YEARS/1,000 HOURS NON-PRORATED

NEW HELICOPTERS

THREE YEARS/500 HOURS NON-PRORATED

USED HELICOPTERS

SIX MONTHS/500 HOURS PRORATED

SPARE PARTS

ONE YEAR/1,000 HOURS PRORATED

NEW HELICOPTERS WARRANTY

TWO YEARS/2,000 HOURS PRORATED

WARRANTY AND REMEDY: Seller warrants each new helicopter to be free from defect in material or workmanship under normal use and service. Seller's sole obligation under this warranty is limited to replacement or repair of parts which are determined to Seller's reasonable satisfaction to have been defective within 2000 hours of operation or two (2) years after delivery, whichever occurs first and reimbursement of reasonable freight charges. During the first 200 hours of use Bell will reimburse the Purchaser for reasonable labor charges associated with warranty related issues. After 200 hours of use, there will be a prorated charge to the Purchaser for replacement parts (prorating the hours of total use against the then applicable part life or 2000 hours, whichever is the lesser). Spare parts installed as warranty replacement on helicopters which are covered by this New Helicopter Warranty will be warranted for the balance of the original ship warranty or the spare part warranty, whichever is most advantageous for the customer. Defective parts must be reported in writing to the Seller's Warranty Administration within 90 days of being found defective. Replacement of parts may be with either new or reconditioned parts, at Seller's election. Warranty adjustment is contingent upon the Purchaser complying with the Warranty Remedies as described in the Commercial Warranty Information brochure and the Seller's Warranty Administration disposition instructions for defective parts. Failure to comply with all of the terms of this paragraph may, at Seller's sole option, void this warranty.

NOTE: Parts, components and assemblies of all new helicopters may have been restored or reworked due to marks, blemishes, dents or other irregularities during the manufacturing process. Such restoration and/or rework is permitted under Seller's approved manufacturing and engineering processes and guidelines. The restoration and/or rework so completed does not render such items defective in material or workmanship.

THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (i) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACTOR IN TORT (DELICT), INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW.

This warranty is the only warranty made by Seller. The Purchaser's sole remedy for a breach of this warranty or any defect in a part is the repair or replacement of helicopter parts and reimbursement of reasonable freight charges as provided herein. Seller excludes liability, whether as a result of a breach of contract or warranty, negligence or strict product liability, for incidental or consequential damages, including without limitation, damage to the helicopter or other property, costs and expenses resulting from required changes or modifications to helicopter components and assemblies, changes in retirement lives and overhaul periods, local customs fees and taxes, and costs or expenses for commercial losses or lost profits due to loss of use or grounding of helicopters or otherwise.

Seller makes no warranty and disclaims all liability in contract or in tort (delict), including, without limitation, negligence and strict tort (delictual) liability, with respect to work performed by third parties at Purchaser's request and with respect to engines, engine accessories, batteries, radios, avionics, and Purchaser-furnished equipment or equipment manufactured by others and installed at purchaser's request including but not limited to paint, upholstery, carpeting, except Seller assigns each manufacturer's warranty to Purchaser to the extent such manufacturer's warranty exists and is assignable.

This warranty shall not apply to any helicopter or part thereof which has been repaired or altered outside Seller's factory in any way so as, in Seller's sole judgment, to affect its stability, safety or reliability, or which has been subject to misuse, negligence or accident. Repairs and alterations which use or incorporate parts and components other than genuine Bell parts or parts approved by Bell for direct acquisition from sources other than Bell itself are not warranted by Bell, and this warranty shall be void to the extent that such repairs and alterations, in Seller's sole judgment, affect the stability, safety or reliability of the helicopter or any part thereof, or damage genuine Bell or Bell-approved parts.

No person, corporation or organization, including Bell Customer Service Facilities, is authorized by Seller to assume for it any other liability in connection with the sale of its helicopters and parts, nor to make any warranties beyond the foregoing warranty nor to change any of the terms hereof. NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANIZATION, INCLUDING BELL CUSTOMER SERVICE FACILITIES MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND SELLER.

Seller makes no warranty and disclaims all liability with respect to components or parts damaged by, or worn due to, corrosion. Seller makes no warranty and disclaims all liability for consumables (wear items) which are defined as items required for normal and routine maintenance or replaced at scheduled intervals shorter than the warranty period. "Consumables" include but are not limited to engine and hydraulic oil, oil filters, packings and o-rings, anti-corrosion and/or sealing compounds, brush plating material, nuts, bolts, washers, screws, fluids, compounds, and standard aircraft hardware that is readily available to aircraft operators from sources other than Seller.

All legal actions based upon claims or disputes pertaining to or involving this warranty including, but not limited to, Seller's denial of any claim or portion thereof under this warranty, must be filed in the courts of general jurisdiction of Tarrant County, Texas or in the United States District Court for the Northern District of Texas, Ft. Worth Division located in Ft. Worth, Tarrant County, Texas. In the event that Purchaser files such an action in either of the court systems identified above, and a final judgment in Seller's favor is rendered by such court, then Purchaser shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in defense of such claims. In the event Purchaser files such a legal action in a court other than those specified, and Seller successfully obtains dismissal of that action or transfer thereof to the above described court systems, then Purchaser shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in obtaining such dismissal or transfer.

NEW HELICOPTERS WARRANTY

TWO YEARS/1,000 HOURS NON-PRORATED

WARRANTY AND REMEDY: Seller warrants each new helicopter to be free from defect in material or workmanship under normal use and service. Seller's sole obligation under this warranty is limited to replacement or repair of parts which are determined to Seller's reasonable satisfaction to have been defective within 1000 hours of operation or two (2) years after delivery, whichever occurs first and reimbursement of reasonable freight charges. During the first 200 hours of use Bell will reimburse the Purchaser for reasonable labor charges associated with warranty related issues. Spare parts installed as warranty replacement on helicopters which are covered by this New Helicopter Warranty will be warranted for the balance of the original ship warranty or the spare part warranty, whichever is most advantageous for the customer. Defective parts must be reported in writing to the Seller's Warranty Administration within 90 days of being found defective. Replacement of parts may be with either new or reconditioned parts, at Seller's election. Warranty adjustment is contingent upon the Purchaser complying with the Warranty Remedies as described in the Commercial Warranty Information brochure and the Seller's Warranty Administration disposition instructions for defective parts. Failure to comply with all of the terms of this paragraph may, at Seller's sole option, void this warranty.

NOTE: Parts, components and assemblies of all new helicopters may have been restored or reworked due to marks, blemishes, dents or other irregularities during the manufacturing process. Such restoration and/or rework is permitted under Seller's approved manufacturing and engineering processes and guidelines. The restoration and/or rework so completed does not render such items defective in material or workmanship.

THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (i) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACTOR IN TORT (DELICT), INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW.

This warranty is the only warranty made by Seller. The Purchaser's sole remedy for a breach of this warranty or any defect in a part is the repair or replacement of helicopter parts and reimbursement of reasonable freight charges as provided herein. Seller excludes liability, whether as a result of a breach of contract or warranty, negligence or strict product liability, for incidental or consequential damages, including without limitation, damage to the helicopter or other property, costs and expenses resulting from required changes or modifications to helicopter components and assemblies, changes in retirement lives and overhaul periods, local customs fees and taxes, and costs or expenses for commercial losses or lost profits due to loss of use or grounding of helicopters or otherwise.

Seller makes no warranty and disclaims all liability in contract or in tort (delict), including, without limitation, negligence and strict tort (delictual) liability, with respect to work performed by third parties at Purchaser's request and with respect to engines, engine accessories, batteries, radios, avionics, and Purchaser-furnished equipment or equipment manufactured by others and installed at purchaser's request including but not limited to paint, upholstery, carpeting, except Seller assigns each manufacturer's warranty to Purchaser to the extent such manufacturer's warranty exists and is assignable.

This warranty shall not apply to any helicopter or part thereof which has been repaired or altered outside Seller's factory in any way so as, in Seller's sole judgment, to affect its stability, safety or reliability, or which has been subject to misuse, negligence or accident. Repairs and alterations which use or incorporate parts and components other than genuine Bell parts or parts approved by Bell for direct acquisition from sources other than Bell itself are not warranted by Bell, and this warranty shall be void to the extent that such repairs and alterations, in Seller's sole judgment, affect the stability, safety or reliability of the helicopter or any part thereof, or damage genuine Bell or Bell-approved parts.

No person, corporation or organization, including Bell Customer Service Facilities, is authorized by Seller to assume for it any other liability in connection with the sale of its helicopters and parts, nor to make any warranties beyond the foregoing warranty nor to change any of the terms hereof. NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANIZATION, INCLUDING BELL CUSTOMER SERVICE FACILITIES MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND SELLER.

Seller makes no warranty and disclaims all liability with respect to components or parts damaged by, or worn due to, corrosion. Seller makes no warranty and disclaims all liability for consumables (wear items) which are defined as items required for normal and routine maintenance or replaced at scheduled intervals shorter than the warranty period. "Consumables" include but are not limited to engine and hydraulic oil, oil filters, packings and o-rings, anti-corrosion and/or sealing compounds, brush plating material, nuts, bolts, washers, screws, fluids, compounds, and standard aircraft hardware that is readily available to aircraft operators from sources other than Seller.

All legal actions based upon claims or disputes pertaining to or involving this warranty including, but not limited to, Seller's denial of any claim or portion thereof under this warranty, must be filed in the courts of general jurisdiction of Tarrant County, Texas or in the United States District Court for the Northern District of Texas, Ft. Worth Division located in Ft. Worth, Tarrant County, Texas. In the event that Purchaser files such an action in either of the court systems identified above, and a final judgment in Seller's favor is rendered by such court, then Purchaser shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in defense of such claims. In the event Purchaser files such a legal action in a court other than those specified, and Seller successfully obtains dismissal of that action or transfer thereof to the above described court systems, then Purchaser shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in obtaining such dismissal or transfer.

NEW HELICOPTERS WARRANTY

THREE YEARS/500 HOURS NON-PRORATED

WARRANTY AND REMEDY: Seller warrants each new helicopter to be free from defect in material or workmanship under normal use and service. Seller's sole obligation under this warranty is limited to replacement or repair of parts which are determined to Seller's reasonable satisfaction to have been defective within 500 hours of operation or three (3) years after delivery, whichever occurs first and reimbursement of reasonable freight charges. During the first 200 hours of use Bell will reimburse the Purchaser for reasonable labor charges associated with warranty related issues. Spare parts installed as warranty replacement on helicopters which are covered by this New Helicopter Warranty will be warranted for the balance of the original ship warranty or the spare part warranty, whichever is most advantageous for the customer. Defective parts must be reported in writing to the Seller's Warranty Administration within 90 days of being found defective. Replacement of parts may be with either new or reconditioned parts, at Seller's election. Warranty adjustment is contingent upon the Purchaser complying with the Warranty Remedies as described in the Commercial Warranty Information brochure and the Seller's Warranty Administration disposition instructions for defective parts. Failure to comply with all of the terms of this paragraph may, at Seller's sole option, void this warranty.

NOTE: Parts, components and assemblies of all new helicopters may have been restored or reworked due to marks, blemishes, dents or other irregularities during the manufacturing process. Such restoration and/or rework is permitted under Seller's approved manufacturing and engineering processes and guidelines. The restoration and/or rework so completed does not render such items defective in material or workmanship.

THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (i) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACTOR INTORT (DELICT), INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW.

This warranty is the only warranty made by Seller. The Purchaser's sole remedy for a breach of this warranty or any defect in a part is the repair or replacement of helicopter parts and reimbursement of reasonable freight charges as provided herein. Seller excludes liability, whether as a result of a breach of contract or warranty, negligence or strict product liability, for incidental or consequential damages, including without limitation, damage to the helicopter or other property, costs and expenses resulting from required changes or modifications to helicopter components and assemblies, changes in retirement lives and overhaul periods, local customs fees and taxes, and costs or expenses for commercial losses or lost profits due to loss of use or grounding of helicopters or otherwise.

Seller makes no warranty and disclaims all liability in contract or in tort (delict), including, without limitation, negligence and strict tort (delictual) liability, with respect to work performed by third parties at Purchaser's request and with respect to engines, engine accessories, batteries, radios, avionics, and Purchaser-furnished equipment or equipment manufactured by others and installed at purchaser's request including but not limited to paint, upholstery, carpeting, except Seller assigns each manufacturer's warranty to Purchaser to the extent such manufacturer's warranty exists and is assignable.

This warranty shall not apply to any helicopter or part thereof which has been repaired or altered outside Seller's factory in any way so as, in Seller's sole judgment, to affect its stability, safety or reliability, or which has been subject to misuse, negligence or accident. Repairs and alterations which use or incorporate parts and components other than genuine Bell parts or parts approved by Bell for direct acquisition from sources other than Bell itself are not warranted by Bell, and this warranty shall be void to the extent that such repairs and alterations, in Seller's sole judgment, affect the stability, safety or reliability of the helicopter or any part thereof, or damage genuine Bell or Bell-approved parts.

No person, corporation or organization, including Bell Customer Service Facilities, is authorized by Seller to assume for it any other liability in connection with the sale of its helicopters and parts, nor to make any warranties beyond the foregoing warranty nor to change any of the terms hereof. NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANIZATION, INCLUDING BELL CUSTOMER SERVICE FACILITIES MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND SELLER.

Seller makes no warranty and disclaims all liability with respect to components or parts damaged by, or worn due to, corrosion. Seller makes no warranty and disclaims all liability for consumables (wear items) which are defined as items required for normal and routine maintenance or replaced at scheduled intervals shorter than the warranty period. "Consumables" include but are not limited to engine and hydraulic oil, oil filters, packings and o-rings, anti-corrosion and/or sealing compounds, brush plating material, nuts, bolts, washers, screws, fluids, compounds, and standard aircraft hardware that is readily available to aircraft operators from sources other than Seller.

All legal actions based upon claims or disputes pertaining to or involving this warranty including, but not limited to, Seller's denial of any claim or portion thereof under this warranty, must be filed in the courts of general jurisdiction of Tarrant County, Texas or in the United States District Court for the Northern District of Texas, Ft. Worth Division located in Ft. Worth, Tarrant County, Texas. In the event that Purchaser files such an action in either of the court systems identified above, and a final judgment in Seller's favor is rendered by such court, then Purchaser shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in defense of such claims. In the event Purchaser files such a legal action in a court other than those specified, and Seller successfully obtains dismissal of that action or transfer thereof to the above described court systems, then Purchaser shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in obtaining such dismissal or transfer.

USED HELICOPTERS WARRANTY

SIX MONTHS/500 HOURS PRORATED

WARRANTY AND REMEDY: Each used helicopter is sold “AS IS/WHERE IS” subject to the following warranty and remedies. Seller warrants each used helicopter to be free from defect in material or workmanship under normal use and service. Seller’s sole obligation under this warranty is limited to replacement or repair of parts which are determined to Seller’s reasonable satisfaction to have been defective within 500 hours of operation or six months after delivery, whichever occurs first and reimbursement of reasonable freight charges. After 100 hours of use, there will be a prorated charge to the Purchaser for replacement parts (prorating the hours of total use against the then applicable part life or 1000 hours, whichever is the lesser). Defective parts must be reported in writing to the Seller’s Warranty Administration within 90 days of being found defective. Replacement of parts may be with either new or reconditioned parts, at Seller’s election. Warranty adjustment is contingent upon the Purchaser complying the Warranty Remedies as described in the Commercial Warranty Information brochure and the Seller’s Warranty Administration disposition instructions for defective parts. Failure to comply with all of the terms of this paragraph may, at Seller’s sole option, void this warranty. Any component with a scheduled overhaul interval or retirement life which at delivery of the helicopter has less than 600 hours of time remaining to retirement or overhaul will not be covered by this warranty.

NOTE: Parts, components and assemblies of all new helicopters may have been restored or reworked due to marks, blemishes, dents or other irregularities during the manufacturing process. Such restoration and/or rework is permitted under Seller’s approved manufacturing and engineering processes and guidelines. The restoration and/or rework so completed does not render such items defective in material or workmanship.

THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (i) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACTOR IN TORT (DELICT), INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW.

This warranty is the only warranty made by Seller. The Purchaser’s sole remedy for a breach of this warranty or any defect in a part is the repair or replacement of helicopter parts and reimbursement of reasonable freight charges as provided herein. Seller excludes liability, whether as a result of a breach of contract or warranty, negligence or strict product liability, for incidental or consequential damages, including without limitation, damage to the helicopter or other property, costs and expenses resulting from required changes or modifications to helicopter components and assemblies, changes in retirement lives and overhaul periods, local customs fees and taxes, and costs or expenses for commercial losses or lost profits due to loss of use or grounding of helicopters or otherwise.

Seller makes no warranty and disclaims all liability in contract or in tort (delict), including, without limitation, negligence and strict tort (delictual) liability, with respect to work performed by third parties at Purchaser’s request and with respect to engines, engine accessories, batteries, paint, upholstery, carpeting, and Purchaser furnished equipment or equipment manufactured by others and installed at Purchaser’s request and avionics, except Seller assigns each such manufacturer’s warranty to Purchaser to the extent such manufacturer’s warranty exists and is assignable.

This warranty shall not apply to any helicopter or part thereof which has been repaired or altered outside Seller’s factory in any way so as, in Seller’s sole judgment, to affect its stability, safety or reliability, or which has been subject to misuse, negligence or accident. Repairs and alterations which use or incorporate parts and components other than genuine Bell parts or parts approved by Bell for direct acquisition from sources other than Bell itself are not warranted by Bell, and this warranty shall be void to the extent that such repairs and alterations, in Seller’s sole judgment, affect the stability, safety or reliability of the helicopter or any part thereof, or damage genuine Bell or Bell-approved parts. No person, corporation or organization, including Bell Customer Service Facilities, is authorized by Seller to assume for it any other liability in connection with the sale of its helicopters and parts.

NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANIZATION, INCLUDING BELL CUSTOMER SERVICE FACILITIES MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND SELLER.

Seller makes no warranty and disclaims all liability with respect to components or parts damaged by, or worn due to, corrosion. Seller makes no warranty and disclaims all liability for consumables (wear items) which are defined as items required for normal and routine maintenance or replaced at scheduled intervals shorter than the warranty period. “Consumables” include but are not limited to engine and hydraulic oil, oil filters, packings and o-rings, anti-corrosion and/or sealing compounds, brush plating material, nuts, bolts, washers, screws, fluids, compounds, and standard aircraft hardware that is readily available to aircraft operators from sources other than Seller.

All legal actions based upon claims or disputes pertaining to or involving this warranty including, but not limited to, Seller’s denial of any claim or portion thereof under this warranty, must be filed in the courts of general jurisdiction of Tarrant County, Texas or in the United States District Court for the Northern District of Texas, Ft. Worth Division located in Ft. Worth, Tarrant County, Texas. In the event that Purchaser files such an action in either of the court systems identified above, and a final judgment in Seller’s favor is rendered by such court, then Purchaser shall indemnify Seller for all costs, expenses and attorneys’ fees incurred by Seller in defense of such claims. In the event Purchaser files such a legal action in a court other than those specified, and Seller successfully obtains dismissal of that action or transfer thereof to the above described court systems, then Purchaser shall indemnify Seller for all costs, expenses and attorneys’ fees incurred by Seller in obtaining such dismissal or transfer.

SPARE PARTS WARRANTY

ONE YEAR/1,000 HOURS PRORATED

WARRANTY AND REMEDY: Seller warrants each new helicopter part or helicopter part reconditioned by seller to be free from defect in material and workmanship under normal use and service and if installed on Bell model helicopters. Seller's sole obligation under this warranty is limited to replacement or repair of parts which are determined to Seller's reasonable satisfaction to have been defective with 1,000 hours of operation or one (1) year after installation, whichever occurs first and reimbursement of reasonable freight charges. After 200 hours of use, there will be a prorated charge to the Purchaser for replacement parts (prorating the hours of total use against the then applicable part life or 2,000 hours, whichever is the lesser). Defective parts must be reported in writing to the Seller's Warranty Administration within 90 days of being found defective. Replacement of parts may be with either new or reconditioned parts, at Seller's election. Warranty adjustment is contingent upon the Purchaser complying with the Warranty Remedies as described in the Commercial Warranty Information brochure and the Seller's Warranty Administration disposition instructions for defective parts. Failure to comply with all of the terms of this paragraph may, at Seller's sole option, void this warranty.

NOTE: Parts, components and assemblies of all new helicopters may have been restored or reworked due to marks, blemishes, dents or other irregularities during the manufacturing process. Such restoration and/or rework is permitted under Seller's approved manufacturing and engineering processes and guidelines. The restoration and/or rework so completed does not render such items defective in material or workmanship.

THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (i) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACTOR IN TORT (DELICT), INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW.

This warranty is the only warranty made by Seller. The Purchaser's sole remedy for a breach of this warranty or any defect in a part is the repair or replacement of helicopter parts and reimbursement of reasonable freight charges as provided herein. Seller excludes liability, whether as a result of a breach of contract or warranty, negligence or strict product liability, for incidental or consequential damages, including without limitation, damage to the helicopter or other property, costs and expenses resulting from required changes or modifications to helicopter components and assemblies, changes in retirement lives and overhaul periods, local customs fees and taxes, and costs or expenses for commercial losses or lost profits due to loss of use or grounding of helicopters or otherwise.

Seller makes no warranty and disclaims all liability in contract or in tort (delict), including, without limitation, negligence and strict tort (delictual) liability, with respect to work performed by third parties at Purchaser's request and with respect to engines, engine accessories, batteries, radios, and avionics, except Seller assigns each manufacturer's warranty to Purchaser to the extent such manufacturer's warranty exists and is assignable.

This warranty shall not apply to any helicopter part which has been repaired or altered outside Seller's factory in any way so as, in Seller's judgment, to affect its stability, safety or reliability, or which has been subject to misuse, negligence or accident, or which has been installed in any aircraft which has been destroyed unless that helicopter has been rebuilt by Bell. A list of destroyed aircraft is obtainable from Bell Product Support. Repairs and alterations which use or incorporate parts and components other than genuine Bell parts or parts approved by Bell for direct acquisition from sources other than Bell itself are not warranted by Bell, and this warranty shall be void to the extent that such repairs and alterations, in Seller's sole judgment, affect the stability, safety or reliability of the helicopter or any part thereof, or damage genuine Bell or Bell-approved parts. No person, corporation or organization, including Bell Customer Service Facilities, is authorized by Seller to assume for it any other liability in connection with the sale of its helicopters and parts.

NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANIZATION, INCLUDING BELL CUSTOMER SERVICE FACILITIES MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND SELLER.

Seller makes no warranty and disclaims all liability with respect to components or parts damaged by, or worn due to, corrosion. Seller makes no warranty and disclaims all liability for consumables (wear items) which are defined as items required for normal and routine maintenance or replaced at scheduled intervals shorter than the warranty period. "Consumables" include but are not limited to engine and hydraulic oil, oil filters, packings and o-rings, anti-corrosion and/or sealing compounds, brush plating material, nuts, bolts, washers, screws, fluids, compounds, and standard aircraft hardware that is readily available to aircraft operators from sources other than Seller.

All legal actions based upon claims or disputes pertaining to or involving this warranty including, but not limited to, Seller's denial of any claim or portion thereof under this warranty, must be filed in the courts of general jurisdiction of Tarrant County, Texas or in the United States District Court for the Northern District of Texas, Ft. Worth Division located in Ft. Worth, Tarrant County, Texas. In the event that Purchaser files such an action in either of the court systems identified above, and a final judgment in Seller's favor is rendered by such court, then Purchaser shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in defense of such claims. In the event Purchaser files such a legal action in a court other than those specified, and Seller successfully obtains dismissal of that action or transfer thereof to the above described court systems, then Purchaser shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in obtaining such dismissal or transfer.

WARRANTY REMEDIES

ITEMS MANUFACTURED BY OTHER THAN BHTI

- 1. Return the discrepant part directly to its manufacturer for warranty repair (vendor items) as per instructions detailed in vendor warranty statements.** If you require assistance in achieving a satisfactory resolution to your claim, BHTI Warranty Administration personnel are available to assist you.

- 2.** If you are unfamiliar with the location of vendor facilities in your area who can satisfy your warranty needs, contact **BHTI Warranty Administration**. We will assist you in locating a vendor facility in your area, and we are available to assist you in filing for warranty from vendors.

- 3.** Return the discrepant part to Bell Helicopter for vendor warranty repair. If claim is accepted as a warranty repair an RMA will be generated on VISTA for part being returned.

If there are any differences between this statement and the warranty provided by the manufacturer with your new equipment, the warranty terms and conditions provided with the equipment will prevail.

NOTE: BHTI warranty does not cover items manufactured by other than BHTI.



EDWARDS & ASSOCIATES, INC.**KEITH PRODUCTS, L.P.**

ENVIRONMENTAL CONTROL SYSTEM

SPECTROLAB, INC.**AERONAUTICAL ACCESSORIES, INC.****FLIR SYSTEMS, INC.****ROCKWELL COLLINS INC.**

BUSINESS AND REGIONAL SYSTEMS

BENDIX/KING & HONEYWELL**ROLLS-ROYCE**

MODEL 250 SERIES II – C20 and B17

ROLLS-ROYCE

MODEL 250 SERIES IV – C30, C40 AND C47

MARATHON POWER TECHNOLOGIES COMPANY**PRATT & WHITNEY CANADA CORPORATION****AIR COMM CORPORATION**

CABIN HEATING & AIR CONDITIONING SYSTEMS

These warranty statements are produced with the permission of the manufacturer for your information via publication in this Bell Helicopter Textron Warranty Procedures booklet.

If there are any differences between these statements and the warranty provided by the manufacturer with your new equipment, the warranty terms and conditions provided with the equipment will prevail.

EDWARDS & ASSOCIATES, INC. WARRANTY

P.O. Box 3689 • Bristol, Tennessee 37625

“THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF”

WARRANTY: Edwards & Associates, Inc. warrants the completion work performed by Edwards & Associates, Inc. with the exceptions noted in paragraph 4 below, to be free from defects in workmanship under normal use and service for a period of one (1) year. All manufacturers' warranties apply to installed new items.

This warranty is the only warranty made by Edwards & Associates, Inc. The remedies of Purchaser and obligations of Edwards & Associates, Inc. are limited to the repair or replacement of helicopter parts as provided herein. Edwards & Associates, Inc. excludes liability, whether as a result of a breach of contract or warranty, negligence or strict product liability, for incidental or consequential damages including without limitation, damage to the helicopter components and assemblies, changes in retirement lives and overhaul periods, and costs or expenses for commercial losses or lost profits due to loss of use or grounding of helicopters otherwise.

THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (i) ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT, INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY OR NEGLIGENCE ACTUAL OR IMPUTED.

Edwards & Associates, Inc. makes no warranty and disclaims all liability in contract or in tort, including negligence and strict tort liability, with respect to engines, engine accessories, batteries, radios, avionics, paint, upholstery, carpeting and Purchaser furnished equipment or equipment manufactured by others and installed at Purchaser's request.

This warranty shall not apply to any helicopter or part thereof which shall have been repaired or altered outside Edwards & Associates, Inc.'s factory in any way so as, in Edwards & Associates, Inc.'s judgment, to affect its stability, safety or reliability, or which shall have been subject to misuse, negligence or accident. No person, corporation or organization is authorized by Seller to assume for it any other liability in connection with the sale of its helicopters and parts.

KEITH PRODUCTS, L.P. WARRANTY

ENVIRONMENTAL CONTROL SYSTEM

4554 Claire Chennault • Addison, Texas 75001
Phone: 972-407-1234 • Fax: 972-407-1571

WARRANTY TERMS:

Keith Products, L.P. warrants that each of its Air Conditioning Systems (hereinafter the "Equipment") shall be free from defects in material and workmanship under normal use and service until one year after its date of sale if, and only if, installation, maintenance and operation of the Equipment is in accordance with the specifications and instructions provided by Keith Products, L.P., and no substitute parts are installed in the Equipment without the prior written authorization of Keith Products, L.P. In the case of new Spare Parts, this warranty is further limited to a period of six (6) months from the date of sale. In the case of overhauled products, this warranty is further limited to a period of three (3) months from the date of sale. In the case of repaired products, this warranty is further limited to a period of thirty (30) days from the date of sale and applies only to the parts used for the repair.

Any Claims under this warranty shall be made to Keith Products, 4554 Claire Chennault, Addison, Texas 75001. Warranty is not valid unless the enclosed Warranty Registration Card is completed and returned to Keith Products, L.P., prior to any claim. The Warranty Claim Form must be completed and returned with the Equipment. All claims shall be handled according to standard warranty repair procedures.

LIMITATIONS & EXCLUSIONS:

This warranty shall not apply to any Equipment repaired or altered outside the Keith Products, L.P., Service Department unless express prior written authorization is granted: nor shall this warranty apply to any Equipment subjected to misuse or accident unless proof is submitted to the satisfaction of Keith Products, L.P., that such misuse or accident was not a cause for the claimed defect.

The sole responsibility and liability of Keith Products, L.P. and your exclusive remedy under any claim arising out of, connected with, or resulting from this sale or the performance or breach of any condition of warranty thereunder, or from the manufacture, delivery, or use of the Equipment shall be the repair or replacement of defective equipment upon return of the defective equipment to Keith Products, L.P., with transportation charges prepaid and provided that an examination by Keith Products, L.P., discloses that the equipment is defective and covered by this warranty. Keith Products, L.P., shall not be liable for any labor or other charges necessary to remove or reinstall the equipment.

In no event, whether as a result of a breach of contract, warranty, tort (including negligence) or otherwise, shall Keith Products, L.P., be liable for any special, consequential, incidental or penal damages or expenses including but not limited to loss of profit, goodwill or revenues, loss of use of the Equipment or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities or services, down time, or costs or claims of third parties for such damages or expenses.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

Acceptance of the Equipment by you shall constitute your acknowledgment and acceptance of the terms, provisions, limitations and exclusions set forth herein. Such terms, provisions, limitations and exclusions shall not be modified, deleted or supplemented except by an express written acknowledgment of Keith Products, L.P. In a case where the purchaser has negotiated warranty terms by express written agreement with Keith Products, L.P., as to certain equipment, the terms of that agreement shall supersede this warranty.

SPECTROLAB, INC. WARRANTY

Warranty And Warranty Adjustments Applicable to NIGHTSUN® SEARCH LIGHT SYSTEMS, ACCESSORIES, COMPONENTS AND SPARE PARTS

12500 Gladstone Avenue • Sylmar, California 91342-5373

Phone: 818-365-4611 • Fax: 818-365-7680

Spectrolab, Inc., shall hereinafter be referred to as Seller and Purchaser of Spectrolab products shall hereinafter be referred to as Buyer.

Seller warrants the products delivered hereunder to be free from defects in workmanship or materials. It is a condition precedent to the enforcement of any Warranty hereunder that Buyer give written notice to Seller of any claimed defect within ten (10) days of discovery thereof and allow examination by Spectrolab or Spectrolab representatives of the parts claimed to be defective and furnish any reasonable available information concerning the circumstances of such failure. The warranties do not extend to any item which has been subject to misuse, neglect, or accident, or which has been damaged through abuse, improper installation or application, alteration, or negligence in use, storage, transportation or handling; and no adjustment shall be allowed for items on which the original identification markings have been removed, defaced, or altered; or to operation not in accordance with operating practices set forth in the applicable operation and maintenance manual or other document supplied by Seller, or to equipment which has been repaired or modified using parts or procedures other than those approved by seller or their technical equivalents.

The obligations of Seller with regard to all warranties hereunder shall be limited to a period of two years from the date the items are shipped to the actual user. Returns will not be accepted unless prior authorization is obtained from Seller. Upon receipt of notice of claim, Seller, without unreasonable delay, will either issue return authorization to Buyer, inspect the product in place, or advise other handling procedure. Items returned to Seller will be subject to adjustment only if return is made in accordance with packing and shipping instructions issued by Seller.

Adjustment by Seller will be either by giving credit for, or repairing or replacing, with reasonable promptness, any parts or material which Seller's examination shall disclose to be thus defective. Determination of claim and choice of adjustment will be made by Seller upon receipt of detailed written explanation of alleged defects and examination of affected parts or material.

Should evaluation disclose that a defect has occurred as a result of misapplication, neglect, improper installation, repair, alteration or accident, and then the claim shall be disallowed. Buyer will be notified thereof; and, unless other arrangements are made by the Buyer within thirty (30) days after such notification, Seller will return the item to the Buyer collect.

The responsibility for maintenance of service records rests with the Buyer and all claims should be supported by summary extracts of pertinent records. Lack of adequate documentation may be considered justification for rejection of claims. In any event, no adjustment will be made on any claims presented later than the applicable warranty period.

In the event of failure of any components delivered as part of Seller's equipment, but not manufactured by Seller, assistance will be given the customer in obtaining, from the original manufacturer, reasonable adjustment under the manufacturer's warranty. The most favorable warranty offered by the manufacturer of the source lamps used in the equipment will be passed to the Buyer to the extent that Seller is empowered to do so, as detailed in a separate lamp warranty form specific to each lamp. The lamp warranty will be void if the lamp is operated under conditions other than specified in the applicable operation and maintenance manual or specific lamp warranty.

The cost of shipment and insurance for return of defective items and reshipment or repaired or replaced items shall be borne by the Seller. Buyer assumes all risks and costs for loss or damage during shipments to and from Seller. If, in the judgment of the Seller, the item is found not to be defective or found to be damaged by misuse, it will be returned to the purchaser with repair and transportation charges billed collect.

This warranty does not constitute any guarantee that the warranted products will function without maintenance or periodic overhaul for the stated period, since the service life of many components is restricted by "state of the art" conditions and thus is beyond Seller's immediate control.

The warranties set forth herein are specifically in lieu of all other warranties express or implied, or otherwise created by law, except that Seller does expressly warrant that title to such items delivered to the Buyer shall be clear. In no event shall Seller be liable for incidental or consequential damages.

Seller's election not to enforce the provisions hereof shall in no way be deemed a waiver of such provisions, and Seller reserves the right to enforce said provisions thereafter.

ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE NOT SPECIFICALLY STATED IS EXPRESSLY EXCLUDED.

Form No. S-75113A, Rev. C, 5/05

AERONAUTICAL ACCESSORIES, INC. WARRANTY

P.O. Box 3689, Bristol, Tennessee 37625
137 Industrial Park Rd., Piney Flats, Tennessee 37686
Phone: 423-538-5111 • Fax: 423-538-8469

Aeronautical Accessories, Inc. warrants its products to be free from defects in material or workmanship for one (1) year from date of installation. Aeronautical Accessories, Inc. will replace or repair, at its option, any unit which is determined defective during this time.

THIS WARRANTY EXCLUDES THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND THERE ARE NO OTHER WARRANTIES, EXPRESSED, IMPLIED, BY OPERATION OF LAW, OR OTHERWISE. AERONAUTICAL ACCESSORIES, INC.'S LIABILITY IN ANY EVENT SHALL BE LIMITED TO THE ABOVE REPAIR OR REPLACEMENT, IS FURTHER LIMITED TO THE COST OF THE PRODUCT, AND SHALL NOT INCLUDE ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, REVENUE OR PROFIT.

In the event of a defect or malfunction, contact your distributor or Aeronautical Accessories, Inc., Attn: Service Department as listed above. Transportation charges to and from the factory must be paid by the purchaser.

FLIR SYSTEMS, INC. WARRANTY

27700A SW Parkway Ave. • Wilsonville, Oregon 97070
Phone: 503-498-3547 • Fax: 503-498-3904

LIMITED WARRANTY. FLIR warrants that on the date of Delivery and for one (1) year thereafter (Warranty Period), the Systems will substantially conform to FLIR's specifications and be free from defects in material (Warranty). Dealer shall send Warranty claims to FLIR, in writing, promptly and, in any event, within the Warranty Period. FLIR, at its sole option, shall either repair or replace nonconforming Systems (Remedy). This Warranty is void if the System has been repaired, altered, or modified in any manner by persons other than FLIR or FLIR's authorized service center. This Warranty excludes nonconformities resulting from: (i) normal wear and tear; and (ii) failure to properly store, install, operate, or maintain the System. The Remedy is FLIR's sole obligation, and Dealer's sole and exclusive remedy, for all claims of nonconformities. If the Remedy is adjudicated to be insufficient, FLIR shall refund Dealer's paid Price and have no other liability to Dealer. FLIR warrants repairs and spare or replacement parts manufactured by FLIR for six (6) months after returning Systems to Dealer, or the remainder of the Warranty Period, whichever is greater. Dealer shall pay the costs of returning nonconforming Systems to FLIR, and FLIR will pay the costs of return shipping to Dealer. FLIR DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, WITH RESPECT TO SYSTEMS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE.

ROCKWELL COLLINS INC. WARRANTY

Business and Regional Systems

400 Collins Road NE • Cedar Rapids, IA 52498
Phone: 319-295-2465 • Fax: 319-295-5064

Rockwell Collins equipment and its associated software installed in the aircraft by an aircraft manufacturer or installation facility authorized by Rockwell Collins are subject to the following warranties:

A. Rockwell Collins agrees to repair or replace at its discretion, without charge, any such equipment, which is defective as to design, workmanship or material, and which is returned to Rockwell Collins at its factory, transportation prepaid, provided:

(i) Notice of the claimed defect is given Rockwell Collins within one (1) year from date of delivery and equipment is returned in accordance with Rockwell Collins instructions.

(ii) Such equipment shall not be deemed to be defective, if, due to exposure to any condition in excess of those published in the product specification, it shall fail to operate in a normal manner.

(iii) Rockwell Collins' obligations with respect to such equipment are conditioned upon the proper installation and operation of such equipment by Buyer in accordance with Rockwell Collins written directions.

(iv) The warranty shall be void if such equipment is altered or repair is attempted or made by other than Rockwell Collins or Rockwell Collins' authorized service center.

B. Rockwell Collins warrants that any software delivered hereunder, either embedded in equipment described herein or specifically designed for use in or with such equipment, will substantially provide the functions set forth in the applicable specification (or absent a specification, as described in the applicable Service Bulletin). Rockwell Collins will, at its option, without charge, revise or replace such nonconforming software provided:

(i) Notice of the claimed defect is given Rockwell Collins within 1 year from the date of delivery or one hundred eighty (180) days from the date of first installation, whichever occurs first.

(ii) Software shall not be deemed to be defective if the software or the host medium is exposed to any computer virus or to any conditions in excess of those published in the applicable specification (s).

(iii) Rockwell Collins obligations are conditioned upon the proper installation and operation of software and the host medium in accordance with Rockwell Collins written instructions.

(iv) This warranty shall be void if such software (or its host medium) is altered (or alterations are attempted) by other than Rockwell Collins or Rockwell Collins' authorized service center.

NO OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY EQUIPMENT SOLD OR SOFTWARE DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY.

For further information on warranty, please contact:

Rockwell Collins, Inc.
Business and Regional Systems
400 Collins Road NE
Cedar Rapids, IA52498
Telephone: (319) 295-2465
Fax: (319) 295-5064

BENDIX/KING & HONEYWELL WARRANTY

Honeywell-Olathe
23500 West 105th Street • Olathe, KS 66061 USA
Phone: 913-712-0400 • www.bendixking.com

BENDIX/KING NEW PRODUCT WARRANTY STATEMENT Effective January 01, 2006

“Nonconformance” means failure to comply with, or failure to operate due to noncompliance with, applicable Seller drawings or having defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute a Nonconformance

“Product” includes end items, line replaceable units and components thereof, including those returned for exchange.

Seller warrants that its Products will comply with applicable Seller drawings and will be free from defects in workmanship and material at time of shipment to Buyer. These warranties run to the Buyer, its successors, assigns, and customers, and is valid as follows:

NEW PRODUCTS:

- Bendix/King Product Line, including GA EGPWS, IHAS, TCAS I, and Moving Map Systems – Two (2) years from date of delivery to retail customers, provided that this delivery occurs within eighteen (18) months of shipment from Seller.
- AFIS, Flight Management Systems, BA EGPWS, MFRD, and CAS 66/67 TCAS II/ACAS – Three (3) years from date of delivery to retail customers, provided that this delivery occurs within eighteen (18) months of shipment from Seller.
- Primus 440, 660 and 880 radars, MCS 4000 and 7000, AIS 1000 and 2000, and HSD – Twelve (12) months after delivery of the products or six (6) months after date of first use, whichever first occurs. See the Phoenix BRGA catalog for additional details.

REFURBISHED/USED EQUIPMENT:

- Bendix/King KGP 560 EGPWS, Moving Map, AFIS, Flight Information Systems, MK VI EGPWS, TCAS/ACAS, Gold Crown, Gold Crown Flight Controls, and Radars – One (1) year from date of shipment from Seller.
- Bendix/King Silver Crown – Six (6) months from date of shipment from Seller.

REPAIRED EQUIPMENT:

- Bendix/King KGP 560 EGPWS, Moving Map, AFIS, Flight Information Systems, MK VI EGPWS, TCAS/ACAS, Gold Crown, Flight Controls, and Radars – One (1) year limited warranty* from date of shipment from Seller.
- Bendix/King Silver Crown – Three (3) months from date of shipment from Seller.

*Limited warranty covers the parts and the labor of the specific repair. This does not cover the repair of the entire unit.

Buyer must notify Seller in writing during the warranty period of a Nonconformance and, within 30 calendar days of discovery of the Nonconformance, return the Product to Seller’s designated facility.

Seller’s obligation and Buyer’s sole remedy under this warranty is repair or replacement, at Seller’s election, of any Product Nonconformance. All Products repaired or replaced are warranted only for the unexpired portion of the original warranty period.

Seller assumes round trip shipping costs for Nonconforming Products in an amount not to exceed normal surface shipping charges to and from Seller’s nearest warranty repair facility for such Products. The party initiating transportation bears the risk of loss or damage to Products in transit. If Seller reasonably determines, after analysis of the returned Product, that a Nonconformance does not exist, then Buyer will pay all expenses related to the improper return including, but not limited to, analysis and shipping charges.

Seller will not be liable under this warranty for: (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation

or use of Products which is improper or otherwise not in compliance with Seller's instruction; (2) Product alteration, modification or repair by anyone other than Seller or those specifically authorized by Seller; (3) accident, contamination, foreign object damage, abuse, neglect or negligence after Product shipment to Buyer; (4) damage caused by failure of a Seller-supplied Product not under warranty or by any hardware or software not supplied by Seller; (5) use of counterfeit or replacement parts that are neither manufactured nor approved by Seller for use in Seller-manufactured Products; (6) products not manufactured by Honeywell (but manufacturer's warranty is passed through to Buyer to the extent permitted); or (7) Products normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (e.g. flashtubes, lamps, batteries, storage capacitors).

Seller has no obligation under this warranty unless Buyer maintains records that accurately document operating time, maintenance performed and the nature of the unsatisfactory condition of Seller's Product. Upon Seller's request, Buyer will give Seller access to these records for substantiating warranty claims.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY SELLER'S AUTHORIZED REPRESENTATIVE.

ROLLS-ROYCE LIMITED WARRANTY

MODEL 250 SERIES II – C20 and B17

P. O. Box 420 • Indianapolis, Indiana 46206-0420
Phone: 317-230-2720 • Phone: 1-888-255-4766 North America • model250custsupp@rolls-royce.com

Rolls-Royce Corporation issues the following express Limited Warranty for the Model 250 Series II - C20 and B17 engines subject to the following terms, conditions and limitations:

1. **What is Covered:** This Limited Warranty covers the costs, as set forth in paragraphs a and b below, to repair (or replace at Rolls-Royce's sole option) any Model 250 Series II engine which has failed or malfunctioned as a result of a defect in material or workmanship under normal use and service or as a result of a nonconformity of the engine at the time of delivery to the purchaser with the engine specifications in effect at the time of manufacture by Rolls-Royce.

- a) During the selected Limited Warranty period of operation (reference paragraph 3. Warranty Period), the Limited Warranty covers the cost of the material and in-shop labor to repair (or replace at Rolls-Royce's option) the defect or nonconformity.
- b) As a Customer Premium Option, an extended warranty coverage that includes a flat rated removal and installation fee of the engine and standard freight charges to ship the engine to and from the authorized repair facility can be purchased from Rolls-Royce Model 250 Warranty Administrator prior to or at the time of delivery of the aircraft from the aircraft manufacturer.

Rolls-Royce offers a Fleet Hour Agreement ("FHA") program which the customer may enroll in subject to the terms of the program. Enrolling in the FHA at the time of purchase provides the customer with additional benefits, which should be considered. Contact the Rolls-Royce Fleet Hour Agreement program team for additional information regarding the FHA program.

2. **Who is Covered:** Anyone who purchases a new aircraft from an aircraft manufacturer which is equipped with a new Rolls-Royce Model 250 Series II engine.

3. **Warranty Period:** The term of the Limited Warranty must be selected by the purchaser of the engine and recorded in the engine log book at the time of delivery of the aircraft from the aircraft manufacturer. The Limited Warranty shall be in effect for either:

Option A: Twenty-four (24) months after the date of delivery from the aircraft manufacturer, or three thousand (3,000) cycles as defined in the appropriate Operations and Maintenance Manual, or one thousand (1000) hours of operation, whichever occurs first.

Option B: Thirty-six (36) months after the date of delivery from the aircraft manufacturer, or three thousand (3,000) cycles as defined in the appropriate Operations and Maintenance Manual, or five hundred (500) hours of operation, whichever occurs first.

Option C: Twenty-four (24) months after the date of delivery from the aircraft manufacturer, or three thousand (3,000) cycles as defined in the appropriate Operations and Maintenance Manual, or one thousand seven hundred and fifty (1,750) hours, whichever occurs first. However, with this Option, after two hundred (200) hours of operation, the percentage of warranty coverage is pro-rated based upon the hours of operation for the balance of the warranty period pursuant to the following formula: $(1,750 \text{ Hrs.} - \text{Actual Hrs.}) / 1,550 \text{ Hrs.} \times \text{Charge}$.

*** If no warranty option is recorded in the engine logbook at the time of delivery, Option C shall apply. ***

LIMITATION OF WARRANTIES: THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESSOR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES NOT SPECIFIED HEREIN.

4. **Obtaining Repairs:**

a) To obtain Limited Warranty repairs, you must deliver the engine to a Rolls-Royce authorized facility. Call the Rolls-Royce Model 250 Warranty Administrator prior to removal and or shipping of the engine to register the event and to obtain the appropriate shipping instructions and point of contact information.

b) Rolls-Royce shall be the sole decision maker about whether there is a defect in material or workmanship under normal use and service or whether there was nonconformity at the time of delivery to the purchaser with the engine specifications in effect at the time of manufacture by Rolls-Royce.

5. **Other Warranties:** The manufacturers of optional equipment and components not manufactured by Rolls-Royce, including but not limited to an Engine Air Particle Separator and Auto Reignition Controls, may or may not provide their own warranties. These warranties are separate from the Rolls-Royce Limited Warranty and constitute the only warranty for those specific components.

Please review each separate manufacturer's warranties for descriptions and details of their respective warranties.

6. **What is NOT Covered:** This Limited Warranty covers only the items expressly provided herein. Some examples of items not covered include:
- a) Failures, malfunctions, or non-conformities of the engine or engine parts attributable in whole or in part to the failure to preserve, install, operate, maintain, repair or replace the engine or engine part in accordance with applicable recommendations by Rolls-Royce.
 - b) Failures, malfunctions, or non-conformities of the engine or engine parts attributable in whole or in part to acts of God, misuse, corrosion, erosion, neglect or accident.
 - c) Foreign object damage in operation, transit or in storage.
 - d) Consumables (including gaskets, seals, washers, etc.)
 - e) Modules (modules purchased new are covered under the Spare Part, Module and Spare Engine warranty if applicable)
 - f) Engines or engine parts which have been repaired by someone other than a Rolls-Royce authorized facility.
 - g) Parts which are replaced as a result of the purchaser's elected maintenance or as a result of the purchaser's decision to transfer modules, accessories or parts. These decisions by the purchaser can cause premature exposure in these or other parts which must be replaced based upon applicable Rolls-Royce published inspection criteria or Operations and Maintenance Manual and are not covered by this Limited Warranty.
 - h) Defects caused by parts or components not manufactured by Rolls-Royce unless supplied by Rolls-Royce at the time of engine delivery to the Airframe Manufacturer.
 - i) Surcharges, import taxes duties, handling fees or other fees that may be levied in transporting the engine to a Rolls-Royce authorized facility for repair.
7. **Conditions of Repair:**
- a) The engine assembly must remain in the same delivered configuration as supplied to the aircraft manufacturer.
 - b) If you purchase any new surplus Rolls-Royce military parts from the United States Government, the parts must meet all Federal Aviation Administration requirements and you must purchase the Optional New Surplus Rolls-Royce Military Part Warranty for this Limited Warranty to apply.
 - c) You must obtain prior written approval from the Rolls-Royce Model 250 Warranty Administrator of any engine configuration changes to the major engine module configuration.
8. **Other Terms:**
- a) **The obligations of Rolls-Royce under this Limited Warranty are limited to the repair of the engine or engine parts as provided herein. In no event, whether as a result of breach of contract or warranty, alleged negligence, or otherwise, shall Rolls-Royce be subject to liability for incidental or consequential damages of any kind, including without limitation to, damage to the engine, airframe or other property, commercial losses, lost profits, loss of use, grounding of engines or aircrafts, inconvenience, loss of time, cost of capital, cost of substitute equipment, downtime, claims of customers, or changes in retirement lives and overhaul periods.**
 - b) **This Limited Warranty is expressly in lieu of any non-contractual liabilities including negligence or product liability. Any additional or different liabilities assumed by Rolls-Royce must be contained in a written document signed by the President or Chief Operating Officer of Rolls-Royce.**
 - c) Rolls-Royce's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
 - d) If any one or more of the provisions contained in this Limited Warranty shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby.
 - e) This Limited Warranty shall be construed and interpreted in accordance with the laws of the State of Indiana, without reference to its choice of law rules. Accordingly, parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Limited Warranty.
 - f) Any controversy or claim arising out of or relating to this Limited Warranty or breach thereof shall be litigated only in the Circuit or Superior Courts of Marion County, Indiana or the United States District Court for the Southern District of Indiana, Indianapolis Division. In connection with the foregoing, the purchaser consents to the jurisdiction and venue of such courts and expressly waives any claims or defenses of lack of jurisdiction or proper venue by such courts.

ROLLS-ROYCE LIMITED WARRANTY

MODEL 250 SERIES IV – C30, C40 AND C47

P. O. Box 420 • Indianapolis, Indiana 46206-0420

Phone: 317-230-2720 • Phone: 1-888-255-4766 North America • model250custsupp@rolls-royce.com

Rolls-Royce Corporation issues the following express Limited Warranty for the Model 250 Series IV - C30, C40 AND C47 engines subject to the following terms, conditions and limitations:

1. **What is Covered:** This Limited Warranty covers the costs, as set forth in paragraphs a and b below, to repair (or replace at Rolls-Royce's sole option) any Model 250 Series IV engine which has failed or malfunctioned as a result of a defect in material or workmanship under normal use and service or as a result of a nonconformity of the engine at the time of delivery to the purchaser with the engine specifications in effect at the time of manufacture by Rolls-Royce.

a) During the selected Limited Warranty period of operation (reference paragraph 3. Warranty Period), the Limited Warranty covers the cost of the material and in-shop labor to repair (or replace at Rolls-Royce's option) the defect or nonconformity.

b) As a Customer Premium Option, an extended warranty coverage that includes a flat rated removal and installation fee of the engine and standard freight charges to ship the engine to and from the authorized repair facility can be purchased from Rolls-Royce Model 250 Warranty Administrator prior to or at the time of delivery of the aircraft from the aircraft manufacturer.

Rolls-Royce offers a Fleet Hour Agreement ("FHA") program which the customer may enroll in subject to the terms of the program. Enrolling in the FHA at the time of purchase provides the customer with additional benefits, which should be considered. Contact the Rolls-Royce Fleet Hour Agreement program team for additional information regarding the FHA program.

2. **Who is Covered:** Anyone who purchases a new aircraft from an aircraft manufacturer which is equipped with a new Rolls-Royce Model 250 Series IV engine.

3. **Warranty Period:** The term of the Limited Warranty must be selected by the purchaser of the engine and recorded in the engine log book at the time of delivery of the aircraft from the aircraft manufacturer. The Limited Warranty shall be in effect for either:

Option A: Twenty-four (24) months after the date of delivery from the aircraft manufacturer, or three thousand (3,000) cycles as defined in the appropriate Operations and Maintenance Manual, or one thousand (1000) hours of operation, whichever occurs first.

Option B: Thirty-six (36) months after the date of delivery from the aircraft manufacturer, or three thousand (3,000) cycles as defined in the appropriate Operations and Maintenance Manual, or five hundred (500) hours of operation, whichever occurs first.

Option C: For the C30 and C47 engines, twenty-four (24) months after the date of delivery from the aircraft manufacturer, or three thousand (3,000) cycles as defined in the appropriate Operations and Maintenance Manual, or two thousand (2,000) hours of operation, whichever occurs first. For the C40 engine, twenty-four (24) months after the date of delivery from the aircraft manufacturer, or three thousand (3,000) cycles as defined in the appropriate Operations and Maintenance Manual, or one thousand seven hundred and fifty (1,750) hours, whichever occurs first. However, for all engines under this Option, after two hundred (200) hours of operation, the percentage of warranty coverage is pro-rated based upon the hours of operation for the balance of the warranty period pursuant to the following formulas:

C30 and C47 engines: $(2,000 \text{ Hrs.} - \text{Actual Hrs.}) / 1,800 \text{ Hrs.} \times \text{Charge.}$

C40 engine: $(1,750 \text{ Hrs.} - \text{Actual Hrs.}) / 1,550 \text{ Hrs.} \times \text{Charge.}$

*** If no warranty option is recorded in the engine logbook at the time of delivery, Option C shall apply. ***

4. **Obtaining Repairs:**

a) To obtain Limited Warranty repairs, you must deliver the engine to a Rolls-Royce authorized facility. Call the Rolls-Royce Model 250 Warranty Administrator prior to removal and or shipping of the engine to register the event and to obtain the appropriate shipping instructions and point of contact information.

b) Rolls-Royce shall be the sole decision maker about whether there is a defect in material or workmanship under normal use and service or whether there was nonconformity at the time of delivery to the purchaser with the engine specifications in effect at the time of manufacture by Rolls-Royce.

LIMITATION OF WARRANTIES: THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES NOT SPECIFIED HEREIN.

5. **Other Warranties:** The manufacturers of optional equipment and components not manufactured by Rolls-Royce, including but not limited to an Engine Air Particle Separator and Auto Reignition Controls, may or may not provide their own warranties. These warranties are separate from the Rolls-Royce Limited Warranty and constitute the only warranty for those specific components. Please review each separate manufacturer's warranties for descriptions and details of their respective warranties.

6. **What is NOT Covered:** This Limited Warranty covers only the items expressly provided herein. Some examples of items not covered include:

- a) Failures, malfunctions, or non-conformities of the engine or engine parts attributable in whole or in part to the failure to preserve, install, operate, maintain, repair or replace the engine or engine part in accordance with applicable recommendations by Rolls-Royce.
- b) Failures, malfunctions, or non-conformities of the engine or engine parts attributable in whole or in part to acts of God, misuse, corrosion, erosion, neglect or accident.
- c) Foreign object damage in operation, transit or in storage.
- d) Consumables (including gaskets, seals, washers, etc.)
- e) Modules (modules purchased new are covered under the Spare Part, Module and Spare Engine warranty if applicable)
- f) Engines or engine parts which have been repaired by someone other than a Rolls-Royce authorized facility.
- g) Parts which are replaced as a result of the purchaser's elected maintenance or as a result of the purchaser's decision to transfer modules, accessories or parts. These decisions by the purchaser can cause premature exposure in these or other parts which must be replaced based upon applicable Rolls-Royce published inspection criteria or Operations and Maintenance Manual and are not covered by this Limited Warranty.
- h) Defects caused by parts or components not manufactured by Rolls-Royce unless supplied by Rolls-Royce at the time of engine delivery to the Airframe Manufacturer.
- i) Surcharges, import taxes duties, handling fees or other fees that may be levied in transporting the engine to a Rolls-Royce authorized facility for repair.

7. **Conditions of Repair:**

- a) The engine assembly must remain in the same delivered configuration as supplied to the aircraft manufacturer.
- b) If you purchase any new surplus Rolls-Royce military parts from the United States Government, the parts must meet all Federal Aviation Administration requirements and you must purchase the Optional New Surplus Rolls-Royce Military Part Warranty for this Limited Warranty to apply.
- c) You must obtain prior written approval from the Rolls-Royce Model 250 Warranty Administrator of any engine configuration changes to the major engine module configuration.

8. **Other Terms:**

- a) **The obligations of Rolls-Royce under this Limited Warranty are limited to the repair of the engine or engine parts as provided herein. In no event, whether as a result of breach of contract or warranty, alleged negligence, or otherwise, shall Rolls-Royce be subject to liability for incidental or consequential damages of any kind, including without limitation to, damage to the engine, airframe or other property, commercial losses, lost profits, loss of use, grounding of engines or aircrafts, inconvenience, loss of time, cost of capital, cost of substitute equipment, downtime, claims of customers, or changes in retirement lives and overhaul periods.**
- b) **This Limited Warranty is expressly in lieu of any non-contractual liabilities including negligence or product liability. Any additional or different liabilities assumed by Rolls-Royce must be contained in a written document signed by the President or Chief Operating Officer of Rolls-Royce.**
- c) Rolls-Royce's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
- d) If any one or more of the provisions contained in this Limited Warranty shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby.
- e) This Limited Warranty shall be construed and interpreted in accordance with the laws of the State of Indiana, without reference to its choice of law rules. Accordingly, parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Limited Warranty.
- f) Any controversy or claim arising out of or relating to this Limited Warranty or breach thereof shall be litigated only in the Circuit or Superior Courts of Marion County, Indiana or the United States District Court for the Southern District of Indiana, Indianapolis Division. In connection with the foregoing, the purchaser consents to the jurisdiction and venue of such courts and expressly waives any claims or defenses of lack of jurisdiction or proper venue by such courts.

MARATHON POWER TECHNOLOGIES COMPANY WARRANTY

P. O. Box 8233, Waco, Texas 76714 • 8301 Imperial Drive, Waco, Texas 76712
Phone: 254-776-0650 • Fax: 254-776-6558

VENTED NICKEL-CADMIUM BATTERY
LIMITED WARRANTY AND LIMITATION OF LIABILITY (INCLUDING LIMITATION OF CONSEQUENTIAL DAMAGES)

- a) Seller warrants that the Goods are free from defects in Seller's materials and workmanship.
- b) The Warranty set forth in (a) above (the "Warranty") shall apply only in favor of Buyer and shall expire on the last day of a period of six months commencing on the date of delivery of the Goods by Seller to Buyer UNLESS on or before the last day of such six (6) month period the Buyer or any of its subsidiaries or affiliates, customers or successors in possession of the Goods, deliver the Goods, either separately or as part of any device, material or thing manufactured or fabricated by buyer, its subsidiaries or affiliates, customers or successors in possession of the Goods to a user, in which event the Warranty shall expire on the last day of a period of (one year for standard product; 2 years for superpower product) commencing on the date of delivery of the Goods to such User.
- c) THE WARRANTY IS EXPRESSLY MADE SUBJECT TO THE FOLLOWING PROVISIONS:
- 1) The Warranty shall not apply to any Goods which have been repaired or altered by anyone other than Seller in any way so as, in Seller's judgment, to affect their stability, reliability, or performance not to any Goods which have been subjected to unreasonable use, negligence, or accident, nor to any Goods which have not been used in accordance with Seller's printed instructions, not to any Goods which have been damaged because of their use, or the use of any other materials or equipment, after Buyer has actual knowledge of such defects.
- 2) The extent of Seller's liability for any breach of the Warranty shall be limited to repairing or replacing (whichever of the two Seller, in its sole discretion, shall elect) any defects in Goods attributable to Seller's workmanship or materials at Seller's plant in Waco, Texas with the Good to be returned to said plant at the risk and expense of the Buyer, provided, however, that the Warranty shall not be effective unless (I) Seller receives a written claim therefore within 30 days after the discovery of the defect and (II) Seller is given the opportunity to conduct the verification tests described in the next succeeding sentence. In the event a written claim is made by Buyer under the Warranty, Seller shall have the right (but no the obligation) to verify by its own representatives, the nature and extent of the defects complained of PRIOR TO THE TIME THAT THE GOODS ARE RETURNED TO SELLER, and if in fact no breach of Warranty has occurred, the Buyer shall pay a reasonable per diem fee for and the reasonable expenses incurred by such representatives. After the existence of a defect has been verified by Seller's representatives and written notice thereof has been given by Seller to the Buyer (or after Seller has in writing notified the Buyer that Seller will conduct the verification tests at Seller's plant) the Buyer shall, at its own risk and expense, return the Goods in question to Seller's plant in Waco, Texas. Seller will have no obligation whatsoever to accept delivery of any returned Goods unless the provisions set forth in this subparagraph (2) have been satisfied in full. Any Goods that are repaired or replaced by Seller pursuant to this subparagraph (2) shall be warranted for the remaining term of this Warranty. THE AFORESAID REMEDY IS EXPRESSLY AGREED TO BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE WARRANTY, accordingly, without limitation of the generality of the foregoing, Seller shall not be obligated in any event of breach of said Warranty to return any portion of the purchase price of the Goods or to give credit for any payments received.
- d) THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE), EXPRESSLY IMPLIED (INCLUDING, WITHOUT LIMITATION THE WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE) OR STATUTORY AND ALL OTHER LIABILITIES (CONTACT, TORT, OR OTHERWISE INCLUDING WITHOUT LIMITATION NEGLIGENCE), SELLER MAKES NO WARRANTY WHATSOEVER EXPRESS, IMPLIED OF STATUTORY TO ANY PERSON OR ENTITY OTHER THAN BUYER IN NO EVENT WHATSOEVER SHALL SELLER BE LIABLE FOR LOSS OF PROFITS OR ANY OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES RESULTING FROM ANY DEFECTION THE GOODS OR ANY BREACH OF THE WARRANTY.
- e) The foregoing warranty and limitation of liability shall apply unless otherwise agreed in writing signed by Buyer and by a corporate officer of Seller.

PRATT & WHITNEY CANADA CORPORATION WARRANTY

1000 Marie-Victorin Boulevard • Longueuil, Quebec, Canada J4G 1A1
Phone: 450-647-2816 • Fax: 450-647-2831 • e-mail: warranty@pwc.ca

BASIC COVERAGE PERIOD

Pratt & Whitney Canada Corp. (P&WC) warrants that at the time of delivery, all parts of a new PT6T series, PT6C series, or PW200 series Engine are free from defects in material and/or manufacturing workmanship.

This Warranty shall take effect immediately upon delivery of the Engine to the original Operator, either installed in a helicopter or delivered as a spare, and shall remain in force in accordance with the following:

PT6T series	1000 engine operating hours
PT6C series	2500 engine operating hours or 5 years, whichever occurs first
PW200 series	2500 engine operating hours or 3 years, whichever occurs first

Notice of a defect, which may be warrantable, shall be provided to P&WC within 30 days of discovery, and P&WC reserves the right to refuse any warranty claim received more than 180 days after the removal from operation of any Engine or Engine part.

APPLICATION

The Warranty is applicable only to engines operated on non-military aircraft used for commercial, corporate or private transportation service.

COVERAGE

P&WC will repair or replace any Engine parts found to be defective due to a defect in material and/or manufacturing workmanship (including resultant damage to the Engine) within the applicable warranty period identified under "Basic Coverage Period". P&WC will pay reasonable Engine removal and reinstallation costs, and reasonable transportation costs (excluding insurance, duties, brokerage fees, and taxes) to and from the facility designated by P&WC Warranty Administration.

PRIMARY PARTS SERVICE POLICY (applicable to PT6T series only)

After expiration of the Basic Coverage Period, P&WC will provide pro-rated support for specific engine Primary Parts, as identified in the PT6T series policy, in the event they require repair or replacement within their assigned class life due to a defect in material or manufacturing workmanship.

EXTENDED ENGINE SERVICE POLICY (applicable to all engine models)

After expiration of the Basic Coverage Period, P&WC will provide commercial support to assist an Operator in the event of extensive damage to an Engine resulting from an Engine chargeable defect, which results in a premature engine removal. This maximum event cost will be based on total Engine hours and cycles run since new or since last overhaul, adjusted for Engine age as well as environmental and operating conditions. P&WC reserves the right to cancel or change this extended coverage at any time.

OPERATOR'S RESPONSIBILITY

The Operator is responsible for operating and maintaining the Engine in accordance with P&WC's written instructions. Any Warranty work performed on the Engine must be carried out at a facility designated by P&WC Warranty Administration. P&WC shall not be responsible for defects or damages resulting from improper use or damages resulting from improper maintenance, normal wear, and accident or foreign object damage (FOD).

LIMITATIONS

Other terms and conditions apply to the Warranty coverages outlined above. A complete copy of the applicable Warranty document is available from P&WC Warranty Administration. Such Warranty is the only warranty applicable to the Engine and is given in place of all other express, implied or statutory terms, representations, warranties or conditions, in contract or in tort, including without limitation, any warranty or condition of merchantability or fitness for a particular purpose and all such other terms, representations, warranties or conditions are expressly disclaimed.

In no event shall P&WC be responsible for special, incidental or consequential damages arising out of or in connection with either a breach of the Warranty or any tortious or negligent act or omission by P&WC. Special, incidental or consequential damages includes without limitation, economic loss, loss or damage to any property or person or any other exemplary, punitive or similar damages, as well as expenses incurred external to the engine as a result of any Engine or part defect.

For complete information on how this Warranty may apply and for more complete Warranty details, please write to:

Manager, Warranty Administration (M/C 01RD4)
Pratt & Whitney Canada Corp.
1000 Marie-Victorin Boulevard • Longueuil, Quebec, Canada J4G 1A1 Canada

AIR COMM CORPORATION WARRANTY

Cabin Heating & Air Conditioning Systems

3300 Airport Road • Boulder, CO. 80301
Phone 303-440-4075 • Fax 303-440-6355

Warranty Terms

Air Comm Corporation (hereafter referred to by ACC) warrants that products manufactured by ACC shall be free of defects in materials and workmanship for a period of one year from the date of installation and / or 1000 hours of flying time which ever comes first.

Limitations and Exclusions

Installation, maintenance and operation of the product must be in accordance with the specifications and instructions provided by ACC. The warranty registration must be returned to ACC within ten days of the date of installation.

This warranty shall not apply to any product repaired or altered by parties other than ACC unless express prior authorization is granted; nor shall this warranty apply to any product subjected to misuse or accident unless proof is submitted to the satisfaction of ACC that such misuse or accident was not a cause for the claimed defect.

The sole responsibility and liability of ACC and your exclusive remedy under any claim arising out of, connected with, or resulting from, this sale or the performance of breach of any condition of warranty thereunder, or from the manufacture, delivery, or use of the product shall be the repair or replacement of defective parts. Labor costs shall not be covered under any circumstances.

In no event, whether as a result of a breach of contract, warranty, tort (including negligence) or otherwise, shall ACC be liable for any special, consequential, incidental or penal damages or expenses including but not limited to loss of profit, goodwill, or revenues, loss of use of the equipment or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities or services, down time, or cost or claims of third parties for such damages or expenses.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. ANY AND ALL IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

Acceptance of the product by you shall constitute your acknowledgment and acceptance of the terms, provisions, limitations and exclusions set forth herein. Such terms, provisions, limitations and exclusions shall not be modified, deleted or supplemented except by an express written acknowledgment of ACC.

WARRANTY PERFORMANCE: All claims under this warranty shall be made to ACC. All returned parts must be shipped prepaid for evaluation. Full details of the symptoms of the malfunction should be included to assist in the evaluation. Warranty credit or replacement will be extended only after ACC has determined that all conditions of this warranty have been met.



Bell Helicopter Warranty Administration

P.O. Box 482

Fort Worth, TX 76101 USA

817.280.3406 • Fax 817.280.8898

800.FLY.BELL www.bellhelicopter.com