

TAG Aero, L.L.C.
1247 Apex Drive
Rock Hill, S.C. 29730
Ph: 803-831-9390 Fax: 803-831-2573

AUXILIARY POWER UNIT & COMPONENT OVERHAUL WARRANTY

WARRANTY POLICY EFFECTIVE AS OF Jul 28, 2021

TAG AERO, L.L.C., *hereinafter referred to as TAG Aero*, warrants each OVERHAULED auxiliary power unit (APU) or accessory to be free from defects in materials and workmanship for 365 days, *hereinafter referred to as WARRANTY PERIOD*. This WARRANTY PERIOD shall commence on the date of installation (if installation date can not be given, WARRANTY PERIOD shall commence on the date on the Airworthiness Release Tag) and continue for the WARRANTY PERIOD described above. The first one hundred eighty (180) days of the WARRANTY PERIOD will be covered at 100% and the remaining one hundred eighty five (185) days will be covered on a 50% prorata basis. Warranty coverage will begin no later than sixty (60) days from date on Airworthiness Release Tag.

REPAIR WARRANTY

Auxiliary power units and components repaired by TAG Aero will be warranted for only the actual repair(s) performed for a period of one hundred eighty (180) days prorated from 100%.

WARRANTY PERIOD shall commence on date of Airworthiness Release Tag.

Foreign Object Damage (FOD), abuse, improper maintenance, etc. precludes any warranty consideration.

Written notice of warranty claim must be received by fax within seven (7) days of finding discrepancy.

All warranty claim items must be shipped PREPAID to TAG Aero within thirty (30) days from date of warranty claim.

TAG Aero warrants all work will be accomplished in accordance with the current requirements of the applicable manufacturer, including all mandatory service bulletins, statutory FAA regulations, established TAG Aero repair procedures and CUSTOMER'S written repair specifications.

TAG Aero limits its warranty to repairing or replacing, at its option, priced in accordance with this policy any material or workmanship which is found to be defective upon TAG Aero's inspection during the WARRANTY PERIOD on auxiliary power units or accessories which have been properly packed and delivered or shipped PREPAID to TAG Aero located at the address shown below:

**TAG Aero, L.L.C.
1247 Apex Drive
Rock Hill, S.C. 29730
U.S.A.**

TAG Aero shall as promptly as practical after receipt of a warranty claim notice, take all such actions as may reasonably be necessary to repair or replace the defective auxiliary power unit or accessory. The repair or replacement of defective parts or faulty workmanship under this warranty will be made by TAG Aero and charged under the terms of this warranty to the CUSTOMER.

Acceptance of the warranty claim shall be based on TAG Aero's determinations at its sole discretion, that there is a defect in materials or workmanship and the auxiliary power unit or accessory has not been subject to accident, abuse, neglect or misuse and has been handled, stored, installed, operated and maintained in accordance with sound aviation practices as defined by all recommendations and instructions issued by the manufacturer.

TAG Aero reserves the right to reject any equipment for overhaul/repair which is determined by TAG Aero in its absolute discretion, to be non-repairable. CUSTOMER shall be promptly notified of any such rejections. No further repair or disposition efforts shall be undertaken by TAG Aero without the further directions of the CUSTOMER, which shall be given within thirty (30) days after such notice of rejection. Such rejected equipment will be stored at TAG Aero's facility free of charge during this thirty (30) day period. The disposition of such rejected equipment thereafter, absent CUSTOMER'S directions, shall be at TAG Aero's absolute discretion, without any liability to TAG Aero. In addition, CUSTOMER hereby agrees to pay TAG Aero's invoice for the price of all inspection, evaluation, and repair work accomplished by TAG Aero prior to such rejection.

TAG Aero requests that all warranty repairs due to faulty workmanship and/or defective material be made in its own shop and will not be responsible for expenses of any kind incurred in any place other than its shop, unless approved in advance by a written agreement signed by a duly authorized representative of TAG Aero.

CUSTOMER RESPONSIBILITIES

The CUSTOMER shall inspect each overhauled auxiliary power unit or accessory promptly after delivery, but in no case, later than fourteen (14) days after actual receipt. Unless rejected within such time period, the auxiliary power unit or accessory shall be deemed by the parties to be accepted.

CUSTOMER shall deliver written notice or warranty claim to TAG Aero within the specified WARRANTY PERIOD, but not later than seven (7) days after discovery of the defective workmanship or material which is the basis for the claim. Written notice should include part number, serial number, part name, installation date, previous repair order number, discrepancy and removal date. CUSTOMER shall deliver the alleged defective auxiliary power unit or accessory to TAG Aero within thirty (30) days after notice of a warranty claim.

EXCLUSIONS

Any new turbine wheel bursts will be covered by the HONEYWELL'S WARRANTY POLICY and TAG Aero will act as an agent for the customer in submitting the required warranty paperwork.

Overhauled or repaired turbine wheels will be covered under the TAG Aero WARRANTY POLICY. Burned turbine wheel tips or foreign object damage will be cause for warranty denial.

Excluded from this warranty are any costs associated with removal and reinstallation of the auxiliary power unit of accessory and routine adjustments made at the time of auxiliary power unit or accessory installation.

This warranty shall not extend to normal wear and tear, nor to items which have been subject to any alteration, modification, or repair not authorized by TAG Aero, or experimental running or any type of operation or use outside that for which the equipment is designed, nor to items from which the manufacturer's trade-mark or serial number have been altered, removed, or obliterated.

This warranty shall not apply if the auxiliary power unit or accessory has not been operated and maintained in accordance with all of the manufacturer's written instructions and all standard practices issued by the applicable aviation authorities, and/or has been operated subsequent to its involvement in an accident resulting in "substantial damage" as defined in the Safety Investigation Regulations of the U.S. National Transportation Safety Board, or rendered defective by reason of improper installation or by performance of repairs or alterations at a place other than TAG Aero's overhaul facility, unless such work has been performed with the advance, written agreement of a duly authorized TAG Aero management employee. This warranty shall be invalid to any auxiliary power unit or accessory that has been repaired or altered outside of TAG Aero's overhaul facility in such a way as to, in the sole judgement of TAG Aero adversely effect its operation. The warranty shall not apply to any auxiliary power unit or accessory, or part thereof, altered beyond manufacture's specifications at the CUSTOMER'S request.

This warranty shall be null and void if the warranted auxiliary power unit or accessory has been disassembled or tampered with in any way without the express written permission of TAG Aero.

For the purposes of this warranty, an auxiliary power unit or accessory shall not be regarded as defective merely because some modification or alteration is required to be made by an Airworthiness Authority after delivery of the accessory to the CUSTOMER.

TAG Aero shall not be liable for delays in delivery which are beyond TAG Aero or its supplier's control.

Warranty repair or replacement of any part shall not extend this warranty beyond the original WARRANTY PERIOD.

TAG Aero does not warranty against defects in workmanship or material of parts or materials supplied by others and utilized by TAG Aero in its auxiliary power unit and accessory overhauls and repairs. TAG Aero shall give to the customer, in so far as it is assignable, the benefits or any express written warranties given to TAG Aero shall have no obligation to process any warranty claims against such manufacturers or suppliers for the benefit of the customer, however TAG Aero will attempt to provide

all reasonable assistance to the CUSTOMER to facilitate their filing of such claims.

This warranty does not cover faults as a result of manufacturer's design defects, nor problems as the result of the CUSTOMER'S failure to incorporate design improvements to correct such defects when they are issued by the manufacturer.

TAG Aero will not assume any responsibility for secondary losses or damages caused by defective material or faulty workmanship such as accidents involving personal injuries or fatalities, flight delays or cancellations, or any associated parts of the airplane. The aggregate total liability of TAG Aero under this warranty shall in no event exceed the individual contract price for the overhaul or repair of the auxiliary power unit or accessory, or specific services supplied. The limited warranties provided herein shall be in lieu of any other warranty, expressed or implied, including but not limited to any implied warranty of merchantability or warranty of fitness for a particular purpose. There are no warranties which extend beyond the description in this document. Any implied warranty not disclaimed shall extend for only thirty (30) consecutive days after installation or shipment which ever is applicable. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply.

The sole and exclusive remedy against TAG Aero shall be for the repair or replacement, at TAG Aero's option, or defective parts or faulty workmanship as provided herein. The CUSTOMER waives all other remedies, direct or indirect, including but not limited to, incidental or consequential damages or lost profits, lost sales, injury to persons or property, or any other incidental or consequential damages so the previous limitations or exclusions may not apply.

The sole purpose of these limited warranties is to provide the CUSTOMER with the remedy of repair or replacement, at TAG Aero's option, of defective parts or faulty workmanship in the manner provided herein. These limited warranties are deemed not to fail of their essential purpose so long as TAG Aero can repair or replace defective parts or faulty workmanship. Should the limited warranties fail of their essential purpose, the CUSTOMER shall not be entitled, directly or indirectly, to incidental or consequential damaged including, but not limited to, lost profits, lost sales, injuries to persons or property, or other incidental or consequential damages.

All warranties are embodied in this writing, and it constitutes a complete, exclusive and final expression of all warranties. No other warranties are expressed or implied.

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**WARRANTY CLAIM REQUEST
WRITTEN NOTICE**

This form must be filled in completely and emailed to the Director of APU Services at APU@TAG.aero within seven (7) days after discovery of the discrepancy.

Date: _____ Customer: _____

Part Name: _____ Serial No: _____

Part No.: _____ Installation Date: _____

Previous R.O.: _____ Removal Date: _____

Discrepancy: _____

CUSTOMER shall deliver the defective auxiliary power unit or accessory to TAG Aero, L.L.C. within thirty (30) days after notice or warranty claim.

I hereby guarantee the information is accurate and documented in permanent records that will be copied and sent with the auxiliary power unit or accessory when returned to TAG Aero, L.L.C. for warranty consideration.

Print Name: _____

Signature: _____

Date: _____