



Warranty Reference Disclaimer

The engine for the Aircraft provided by Honeywell International will have the warranties as provided by that company and the propeller provided by Hartzell Propeller will have the warranties as provided by that company. Except as set forth in the following paragraph, Texas Turbine, HEREBY DISCLAIMS ANY AND ALL WARRANTIES, OTHER THAN THE WARRANTY OF TITLE, WITH RESPECT TO THE KIT PARTS, ENGINE AND PROPELLER TO BE INSTALLED IN THE AIRCRAFT, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Purchaser expressly acknowledges that it has received no warranty of merchantability or fitness for a particular purpose with respect to the kit, engine, and propeller installed on the Aircraft.

In the event of any failure, defect, or malfunction of any portion of the installation other than the engine, propeller, augmentor and exhaust components during the first year or 1000 hours [whichever occurs first] after delivery to Purchaser on completion of the installation, Texas Turbine, will repair or replace the defective product or part of the installation at no cost to Purchaser. In the event of any failure, defect, or malfunction of any portion of the augmentor and exhaust components during the first year or 500 hours [whichever occurs first] after delivery, Texas Turbine, will repair or replace the defective part of the augmentor or exhaust components at no cost to Purchaser. Texas Turbine will not be not responsible for the replacement of items which would need to be replaced during normal operation (for example: light bulbs, fuses, fuel filters, batteries beyond manufacturer's warranty, etc.), nor is Texas Turbine responsible for the repair or replacement of parts which are damaged because Purchaser continued to operate the aircraft after a failure of any part, thus causing additional damage to the aircraft and/or the conversion parts. The choice of whether to repair or replace any part will be at Texas Turbine Conversion's sole discretion. All warranty repairs must be reasonably approved in writing by Texas Turbine before the work is commenced. The parties agree that, in the event of any failure, defect, or malfunction of any portion of the installation, the only remedy available to Purchaser shall be repair or replacement as described above. The parties agree that Texas Turbine will not be liable for any loss of use claims or consequential damages of any nature caused to the business or property of Purchaser by any failure, defect, or malfunction of the installation described in this Agreement. Texas Turbine is not responsible for defect or damage of any other part of the Aircraft other than the parts installed in the conversion process and then only to the extent provided by this paragraph. Texas Turbine's duty to provide replacement parts and warranty service under this paragraph is contingent upon.

The parties agree that all claims by Purchaser that the goods provided under Conversion Agreement are defective must be brought to the notice of Texas Turbine, in writing, within the first year after the delivery of the Aircraft to Purchaser. Failure to timely bring any such claim under the terms of this paragraph will result in a final waiver of any such claim.

The parties agree that Texas Turbine, will not be liable to Purchaser for injury to persons or property or to Purchaser's business or property, arising out of or occasioned by, directly or indirectly, the failure or defectiveness of any item furnished by Texas Turbine Conversions pursuant to this Agreement, including all cases in which the defect or failure, or the resultant injury results from, the design, manufacture, marketing, distribution or operation of any item supplied under this Agreement, or from the failure of Texas Turbine to provide timely warnings concerning the items supplied under the terms of this Agreement, whether that failure or defectiveness is the sole or contributory cause of the resultant injury. It is the expressed intention of Purchaser and Texas Turbine that this section is designed and intended to protect Texas Turbine, from the consequences of defects in the design, manufacture, marketing, distribution, or operation of any item supplied under the terms of this Agreement, or from the failure of Texas Turbine to provide timely warnings concerning the items supplied under the terms of this Agreement. Notwithstanding the foregoing, Texas Turbine agrees to timely provide notice to Purchaser of all maintenance alerts, service bulletins and airworthiness directives relating to the conversion components supplied by Texas Turbine to Purchaser hereunder, provided Purchaser informs Texas Turbine of the proper address for such notification.



Install Facility Warranty Form

Facility performing replacement/repair: _____

Check all that apply:

Plane Serial Number: _____

☐ Float Plane

Plane Tail Number: _____

☐ Land Plane

Engine Serial Number: _____

☐ Caravan

Original install facility: _____

☐ Otter

Date of repair/replacement: _____

Engine hours at time of repair/replacement: _____

Description of warranted replacement/repair including issue, remedy and steps taken for correction:

***Facility is required to provide video or photo evidence from both before and after replacement or repair work has been done.**

The choice of whether to repair or replace any part will be at Texas Turbine Conversion's sole discretion. All warranty repairs must be reasonably approved in writing by Texas Turbine before the work is commenced. The parties agree that, in the event of any failure, defect, or malfunction of any portion of the installation, the only remedy available to Purchaser shall be repair or replacement as described in the Warranty and Disclaimer section of the signed Texas Turbine Agreement/Purchaser contract.