



# NEX T MRO

AN AEROSPACE ENGINEERING GROUP COMPANY



FAA CRS #: FIDR645K / EASA AMO #: 145.4449

## LIMITED WARRANTY

NEX T MRO, LLC warrants the Accessories, Landing Gears and Auxiliary Power Units (APU) or components thereof which have been repaired/overhauled shall be free from defects of workmanship and parts replaced. No other warranty is given or implied. This "Limited Warranty" is applicable to the scope of the work performed and the parts replaced or reworked. It constitutes the full extent of the warranties, obligations and liabilities with respect to any breach of warranty, any representation or warranty in respect to fitness for a particular purpose or merchantability and any implied warranties other than the foregoing.

Listed herein are the warranty coverages offered by NEX T MRO, LLC for equipment and components thereof on which maintenance is performed;

### ACCESSORIES

*Overhaul* - Twelve (12) months from the maintenance release certificate issue date

*Repair* - Six (6) months from the maintenance release certificate issue date

*Inspect and Functional Test* - there is no warranty.

### NEW OR REBUILT ACCESSORIES OR COMPONENTS - OEM Warranty

### LANDING GEARS

*Overhaul* - Five (5) years or five thousand (5000) cycles from the maintenance release certificate issue date, whichever occurs first.

*Repair/Continued Time/ Recertification* - Two (2) years or two thousand (2000) cycles from the maintenance release certificate issue date, whichever occurs first.

*Landing Gear Components* - Two (2) years or (2000) cycles from the maintenance release certificate issue date, whichever occurs first.

### AUXILIARY POWER UNITS (APU)

*Overhaul* - One thousand (1,000) hours or one (1) year on engines and five hundred (500) hours or six (6) months on components from the maintenance release certificate issue date, whichever occurs first.

*Repair* - five hundred (500) hours or six (6) months from the maintenance release certificate issue date, whichever occurs first.

*Hot Section Inspection* - on repaired or replaced parts, five hundred (500) hours or six (6) months from the maintenance release certificate issue date, whichever occurs first

*APU Components* - Six (6) months or Five (500) Hundred Hours from the maintenance release certificate issue date, whichever occurs first.

*Inspected, Tested or Adjusted Components* - there is no warranty, this includes Life Limited Parts (LLP) in accordance with OEM applicable manual.



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## LIMITED WARRANTY GENERAL TERMS AND CONDITIONS

This "Limited Warranty" is in lieu of all other warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose. There are no warranties which extend beyond the description contained herein. NExT MRO, LLC will in no event be liable for incidental or consequential damages resulting from a defective equipment/article/component on which work was performed by NExT MRO, LLC. Repair or replacement of the article under warranty or issuance of credit for the original repair cost or part thereof, shall constitute the only remedies to the customer under this policy and solely at discretion of NExT MRO, LLC.

NExT MRO, LLC shall not be responsible for manufacturers defects, inherent or inferior design flaws of the OEM castings, forging or manufacturing that may or may not include defects and may be included or not in S/Bs, A/Ds, etc. NExT MRO, LLC will not be responsible for any parts supplied by the customer that have not been overhauled, repaired or inspected by NExT MRO, LLC.

This Limited Warranty applies only to parts, components or accessories which have been properly installed and maintained in accordance with the instructions for continued airworthiness, including compliance with all applicable aircraft manufacturer or any accessory or component manufacturer.

The acceptance or rejection of the Operator's warranty claim is dispositioned after review of the documentation provided and technical investigation based on the requirements of the applicable technical data and sound aviation industry standards

If workmanship or a new or serviceable part installed on the item is proved to be defective and under the warranty period, such repair or replacement shall be made by NExT MRO, LLC without charge to the customer with "continued time" from the original maintenance release date for future warranty coverage.

The customer shall be responsible for standard charges for investigation, testing, repair of the unit and/or its parts when warranty claim is rejected.

Unless otherwise agreed upon, the removal and reinstallation of the unit are borne by the customer along charges for travel and stay of NExT MRO, LLC personnel for requested field assistance will be borne by the customer.

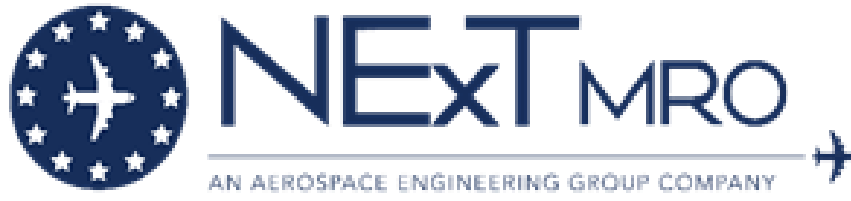
NExT MRO, LLC's obligation under this Limited Warranty shall be limited to the repair of any such defective Equipment or at its option the replacement thereof with a similar or authorized alternative part. Any defective Equipment replaced under warranty shall automatically become the property of NExT MRO, LLC.

In no event, whether as a breach of contract including negligence or otherwise, shall NExT MRO, LLC be liable for any special, consequential, incidental, penal damages, tort or expenses, including but not limited to, the cost of removal and replacement of the accessory or component, loss of associated equipment, damage to associated equipment, cost of capital, cost of substitute products, cost of troubleshooting, facilities, or services, down time, or cost of claims of third parties for such damages or expenses

This Limited Warranty is made to the NExT MRO, LLC customer and is not transferable to any other party unless otherwise consented to in writing by NExT MRO, LLC.

NExT MRO, LLC reserves the right to modify this Limited Warranty policy at any time without prior notice and may not be altered, amended or modified except without written authorization by NExT MRO, LLC. This warranty policy supersedes all other warranty policies or other documentation that could be inconsistent with or which impose upon NExT MRO, LLC obligations in addition to the terms and conditions of this warranty.

This Limited Warranty policy shall be governed by the laws of the State of Florida.



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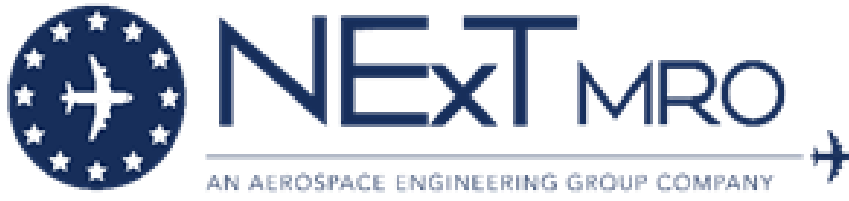
NExT MRO LLC, obligations under this Limited Warranty are subject to the following requirements unless otherwise agreed to by NExT MRO, LLC.

1. A written notice of any claims should be presented to NExT MRO, LLC within the warranty period, but not later than 10 days after the discovery of the defect/failure.
2. The subject warranted article (accessory or component) must be delivered to NExT MRO, LLC at customer's expense within 30 days after notice for evaluation. Customer is responsible for all shipping charges to and from its location.
3. NExT MRO, LLC will determine if the warranted article is defective and was installed, maintained and operated in accordance with the applicable manufacturer's directions and instructions (including, but not limited, the applicable manuals, Service Bulletins, Engineering Orders, etc.) and has not been altered or repaired outside NExT MRO, LLC facilities without written authorization and has not been subject to misuse, neglect, abuse, accident or damage from the elements.
4. A NExT MRO, LLC representative must be included in all investigations related to the warranted article and reserves the right to examine and test the article at its facilities or any other facility suitable for it and approved by NExT MRO, LLC. Shall have access to examine and/or copy any Log Books (Aircraft, Engine, etc.) and any other relevant document related to customer's use of the article under warranty evaluation.
5. When possible, NExT MRO, LLC must be notified 10 days prior to the initiation of any formal investigation of a warranty claim investigation by OEM, FAA, any government agency.
6. NExT MRO, LLC will notify the customer regarding disposition of a warranty claim in a period not to exceed thirty (30) business days after the receiving of the article under warranty consideration and its documentation. Acceptance or denial of warranty is at NExT MRO, LLC discretion and may be subject to posterior reconsideration on the basis of investigations inspection or testing affecting the claim.
7. Customer's account with NExT MRO, LLC must be current status at the time of warranty claim submission and should remain current during the term of warranty consideration.

#### **DOCUMENTATION REQUIREMENTS**

At the request of NExT MRO, LLC the customer shall provide additional documentation as may reasonably necessary by NExT MRO, LLC to make a warranty claim adjudication. The documentation request may include but is not limited to, the following information as applicable.

- Part number and Serial Number of the defective part
- Aircraft Tail Number
- Installation Date
- Removal Date
- Reason of removal
- TSN / TSO / CSN / CSO
- Maintenance Release Certificate of previous maintenance performed by NExT MRO, LLC



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## **EXCLUSIONS**

### **Warranty coverage is not applicable when the:**

Equipment which was not maintained, stored, handled, installed, inspected, serviced, used or operated accordance with the procedures recommended by the OEM of the Equipment, the requirements of the applicable Airworthiness Authorities and sound aviation industry practices.

Equipment which has been subjected to misuse, accident, alteration or improper installation. Normal wear of service items shall not be considered defects under this warranty.

Equipment which has been tampered, disassembled, repaired, modified or altered by anyone other than NExT MRO, LLC unless otherwise authorized by NExT MRO, LLC.

Equipment whose manufacturer's identification tag or serial number have been removed or obliterated, altered, not legible or cannot otherwise be identified.

Equipment which has been damaged or otherwise became defective as a result of an incident or accident involving the aircraft on which the unit was installed resulting in "substantial damage" thereto as such term is now defined in the Safety Investigation Regulations of the United States of America's National Transportation Safety Board.

Equipment which has been damaged or otherwise became defective due to the failure or malfunction of another part or unit which have not been maintained by NExT MRO, LLC (i.e., consequential or resultant damage) or due to aircraft operation and maintenance not in accordance with OEM and Aviation Authorities instructions.

Equipment which has been damaged or otherwise became defective due to corrosion resulting from or related to improper storage, servicing, testing and/or inspections

Equipment subjected to pre-ignition/detonation or improper installation adjustment under aircraft manuals

Equipment whose defect is not attributable to work performed or material supplied by NExT MRO, LLC.

Defects which are caused by normal wear and tear.

## **DISCLAIMER**

THE NExT MRO, LLC MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS, IMPLIED, OR STATUTORY AND HEREBY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. EXCEPT AS EXPRESSLY STATED HEREIN NExT MRO, LLC SHALL NOT BE LIABLE WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE NOR WILL NExT MRO, LLC BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF PROFITS, LOSS OF DATA, COST OF CAPITAL, COST OF SUBSTITUTION OF PRODUCTS, FACILITIES OR SERVICES, DOWNTIME, COSTS, OR ANY SIMILAR CLAIM OF SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE NATURE WHATSOEVER TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW WHICH MAY ARISE OUT OF THE SALE OR USE OF THE PART WHICH IS SOLD OR OTHERWISE SUPPLIED TO THE CUSTOMER BY NExT MRO, LLC.