

LIMITED WARRANTY

Parts

EXTEX Engineered Products, Inc.

a KAMAN Company

EXTEX Engineered Products, Inc, a KAMAN Company, (hereinafter "EXTEX"), provides the following limited warranty to our customers for manufactured parts for engines and components.

FAA-PMA Replacement Parts ("PMA Parts") will be free from defects in materials and workmanship, as defined by EXTEX standards, and will conform to the descriptions provided in writing by EXTEX for a period of 12 months, 1000 hours, or the cycle limit of the Part as defined by the applicable engine operations and maintenance manual, whichever occurs first, from date of installation ("Warranty Period"). The Warranty Period shall commence no later than twelve (12) months from the date of delivery of the Part to our customer. In no event, shall PMA Parts with a specified shelf life be warranted for any period of time longer than the specified shelf life. The Warranty Period for Parts for Rolls-Royce 250 series shall be twenty-four (24) months, subject to the same limitations stated herein.

<u>Limited Warranty Conditions.</u> This Limited Warranty is void if any of the following conditions are not met:

Parts or Components must have been installed by a facility approved to perform repair/overhaul of the engine or drivetrain. The installer must have current manufacturer manuals and must have properly trained personnel performing the installations. Installation of Parts or Components must be documented by approved engine assembly documents and work orders providing traceability and date of installation.

The engine in which the Part or Component was installed must have been operated within the limitations and guidelines as outlined by the original equipment manufacturer's manual, or technical data approved by or released by EXTEX, or any technical data approved by OEM or FAA other than the existing manuals. The engine must not be modified in any way, except for FAA approved Supplemental Type Certificate (STC) or modifications approved by the OEM. The Part or Component must not be modified in any way, unless expressly approved by EXTEX.

The PMA Part must have been maintained and operated in accordance with the original manufacturer's manuals or other expressly approved written instructions. The engine, PMA Part or repaired Component must not have been replaced or altered outside of EXTEX's facility in any way which may impair its safety, operation, or efficiency and must not have been subjected to misuse, neglect, accident, or damage by the elements.

This limited warranty is void if the PMA Part or Component is subjected to misuse, corrosion, erosion, over-temperature, improper installation, accident, foreign object damage, improper storage, or damage in transit.

EXTEX must have an opportunity to inspect any part or component subject to warranty claim. Notice of warranty claims must be given in writing to EXTEX no later than 30 days after malfunction or failure.

Limitations of Warranty. THIS LIMITED WARRANTY IS PROVIDED BY EXTEX IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The terms contained herein constitute the entire agreement of the parties regarding the warranty representations of EXTEX. There are no other representations, warranties, or guarantees applicable to the sale of EXTEX products or services unless otherwise expressly agreed to in writing by a duly authorized officer or agent of EXTEX. Any warranty term or condition set forth on a customer's purchase order or any other document are expressly disclaimed and hereby rejected by EXTEX.

Exclusive Remedy/Limitation of Liability. The exclusive remedy for any claimed breach of this limited warranty shall be repair or replacement of the part(s), at the sole discretion of EXTEX, plus shipping and handling of replacement parts and direct labor costs for removal and installation only. If repair is EXTEX's choice for corrective action, and customer opts to have a new part, the cost of repairing the part will be discounted from the current published sell price of a new part. This **exclusive** remedy applies regardless of the nature of purchaser's claim, whether in contract, tort, express or implied warranty, negligence, or strict liability, upon which damages are claimed and regardless of whether the same is due to our alleged negligence or any alleged defect in our products or services.

EXTEX shall not be liable for any consequential, incidental, or other damages sustained by purchaser, including but not limited to loss of profits or revenue, loss of use of product, cost of capital, cost of substituted product, facilities, services, or claims of purchaser's customers for any damages whatsoever.

Continued Limited Warranty After Remedy. Limited Warranty for replaced or repaired part(s) covered continues from the original date of installation of part covered by warranty. The use of a new part at EXTEX's option does not constitute a new warranty period or extend the warranty for warranted parts. The use of repair option carries the remaining original limited warranty period or repair agency's warranty whichever is greater.