



LIMITED WARRANTY

Parts manufactured by Core Parts, LLC (“CPL,” “we,” “us” or “our”) under a Parts Manufacturer Approval (“PMA Parts”) are warranted as follows (the “Limited Warranty”):

CPL warrants that each PMA Part will, under normal use and service, be free from defects in material and workmanship for a period of (i) 12 months from the date of installation or (ii) 1,000 hours of operation following installation, whichever occurs first (the “Warranty Period”). The Warranty Period shall commence no later than eighteen (18) months from the date of delivery of the applicable PMA Part to the entity who originally purchased the applicable PMA Part from CPL (“Customer”).

For the avoidance of doubt, this Limited Warranty only applies to PMA Parts that CPL has manufactured under its FAA/PMA authorizations. All other parts sold by CPL are subject to the terms and conditions of the warranty, if any, provided by the manufacturer of that part.

This Limited Warranty is subject to the terms and conditions set forth below (such terms and conditions, together with the Limited Warranty, this “Limited Warranty Agreement”).

TERMS AND CONDITIONS

1. By accepting delivery of a PMA Part, Customer agrees to the terms of this Limited Warranty and agrees to be bound by it.
2. This Limited Warranty extends only to the Customer and shall not extend to any subsequent owner or other transferee of the applicable PMA Part. Without limiting the foregoing, Customer shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of CPL. Any unauthorized assignment or delegation in violation of the foregoing shall be null and void.
3. CPL’s obligation under this Limited Warranty is limited to our choice of repair or replacement of the PMA Part on an exchange basis, when we have found to our satisfaction, that the PMA Part is defective in material or workmanship.
4. **DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATIONS OF LIABILITY.**
 - a. THE LIMITED WARRANTY AND THE REMEDIES HEREUNDER ARE EXCLUSIVE AND GIVEN IN PLACE OF (A) ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WHETHER WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR IMPLIED WARRANTY ARISING FROM PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND (B) ALL OTHER OBLIGATIONS, LIABILITIES, RIGHTS, CLAIMS OR REMEDIES, INCLUDING ANY RIGHT IN CONTRACT, TORT, STRICT LIABILITY OR ANY RIGHT ARISING FROM CPL’S NEGLIGENCE, ACTUAL OR IMPUTED.



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FAA; and (ii) not have been modified in any way, except for FAA approved Supplemental Type Certificate (STC) or modifications approved by the OEM.

- c. PMA Parts must have been installed and operated in accordance with the OEM's recommended procedures, or technical data approved and released by CPL, and in conformity with applicable FAA/EASA regulations.
7. This Limited Warranty does not apply to any PMA Part that CPL determines (a) has been subject to misuse, neglect, improper installation, improper storage, corrosion, or accident, and whether the PMA Part is in operation, in transit or in storage; (b) has been operated, maintained, repaired, disassembled, or stored other than as directed in the applicable maintenance, installation, operation or technical instructions; or (c) has been altered, modified, or changed in any way from its original configuration. Without limiting the generality of the foregoing, normal wear of service items shall not be considered defects under the Limited Warranty.
8. This Limited Warranty does not cover (a) consumable items such as filters, gaskets and thermocouples; (b) removal or installation of the PMA Part or the engine in which it is/was installed; (c) resultant damage to other parts; or (d) mileage or subsistence charges incurred, such as hotels, airlines and food.
9. Repair or replacement of any PMA Part under the Limited Warranty will not create a new Warranty Period or extend the period of coverage. Instead, any PMA Part so repaired or replaced will be warranted for the remainder of the Warranty Period applicable to the PMA Part that was repaired or replaced.
10. This Limited Warranty Agreement allocates the risk of product failures between Customer and CPL as permitted by law. This Limited Warranty Agreement gives the Customer specific legal rights and Customer may also have other rights which vary from state to state. Customer agrees and understands that the obligations of the parties under this Limited Warranty Agreement shall be and are performable in Maricopa County, Arizona. Customer consents and agrees that venue of any suit or legal proceeding brought by Customer, or those in privity with Customer, and arising out of or resulting from the condition of PMA Parts sold by CPL, shall be in Maricopa County, Arizona. Further, Customer hereby agrees to submit to the exclusive jurisdiction of the state or federal courts that are located in Maricopa County, Arizona in any suit, litigation, action, legal proceeding, cross-claim or counterclaim arising out of or relating to this Limited Warranty Agreement and/or any of the matters contemplated hereby, and designates the Secretary of State of Arizona as the Customer's agent for service of process. **CUSTOMER HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, LITIGATION, ACTION, LEGAL PROCEEDING, CROSS-CLAIM OR COUNTERCLAIM IN ANY COURT (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING**



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OUT OF, RELATING TO OR IN CONNECTION WITH THIS LIMITED WARRANTY AGREEMENT AND/OR THE MATTERS CONTEMPLATED HEREBY.

11. Customer agrees that, if he, she or it initiates any suit, litigation, action, or legal proceeding against CPL arising out of or resulting from the condition of PMA Parts sold by CPL, Customer will pay CPL its costs of defending such suit, litigation, action or legal proceeding, including reasonable attorneys' fees, in the event that (a) CPL prevails in the suit or legal proceeding; or (b) the value of the recovery awarded to the Customer is equal to or less than any settlement proposal made by CPL prior to the award made in the suit or legal proceeding.
12. This Limited Warranty Agreement, and all matters arising out of or relating to this Limited Warranty Agreement, whether sounding in contract, tort, or statute shall be governed by, and construed in accordance with, the laws of the State of Arizona, without giving effect to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Arizona. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Limited Warranty Agreement.
13. In the event that any provision of this Limited Warranty Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Limited Warranty Agreement shall be construed as if such provision(s) had never been contained in this Limited Warranty Agreement.
14. This Limited Warranty Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to such subject matter. This Limited Warranty Agreement shall prevail over any terms and conditions contained in any Customer purchase order or other document submitted to CPL by or on behalf of Customer regardless of whether or when Customer has submitted its purchase order, such other document or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend the terms hereof.
15. Neither this Limited Warranty Agreement nor any provision hereof may be amended, modified, revised or waived, except by a writing signed by a duly authorized representative of CPL that expressly references and waives or modifies this Limited Warranty.