



APPENDIX A – Standard Warranty Policy

(Any Warranty offered in the above agreement shall take precedence over the below Standard Terms)

- 1) 3 Points Machining & Aerospace Inc. (herein referred to as "3 PMA"), warrants that the articles delivered hereunder conform to appropriate technical data in accordance with TCA Requirements and are free from defects in workmanship with respect to the repair and/or overhaul services performed for the applicable warranty period set out in section 4 below, but only to the extent that such defects are reasonably ascertainable.
- 2) The responsibility of 3 PMA hereunder, and the sole and exclusive remedy of Buyer, is limited to correction or replacement by 3 PMA, at its facility, without charge. Further, any article or part that has been returned to 3 PMA, in accordance with this warranty, shall require that 3 PMA has been notified in writing, of the defect or nonconformity, within the warranty period and that the affected article or part has been returned to 3 PMA within thirty (30) days after discovery of such defect or nonconformity.
- 3) 3 PMA shall have the sole right, acting reasonably, to determine whether returned articles or parts shall be repaired or replaced.
- 4) 3 PMA's responsibility under these warranties shall expire per the following schedule:
 - a) Accessories: Overhaul, Twelve (12) months after delivery or 1000 operating hours, whichever first occurs.
 - b) Accessories: Repair only, Six (6) months after delivery or 500 operating hours, whichever first occurs.
 - c) Piece Parts: Repair, Twelve (12) months after delivery or six (6) months after installation, whichever occurs first.
- 5) 3 PMA agrees to assume round-trip transportation costs for defective or non-conforming articles or parts, provided the article has been accepted as a valid warranty claim. 3 PMA will select the means of transportation. In the event a claimed defect is determined not to be valid by 3 PMA, Buyer will reimburse 3 PMA for such transportation charges. All taxes, customs, duties, insurance and risk of loss of warranted articles shipped for correction of defects shall be borne by Buyer.
- 6) These warranties will not apply if the articles or any parts thereof have been:
 - a) subjected by Buyer to any maintenance, overhaul, installation, storage, operation, or use, handling or environment which is improper;
 - b) subjected to the removal of seals or tamper proofing material where applied by 3 PMA;
 - c) subjected to any alteration modification, or repair by anyone other than 3 PMA;
 - d) subjected to any accident, misuse, mishandling, neglect, negligence, contamination or ingestion of foreign material after delivery by 3 PMA;
 - e) visually or functionally tested by 3 PMA and received no other repair or maintenance by 3 PMA;
 - f) removed from service due to scheduled retirement or scheduled inspection;
 - g) subjected to the removal or modification of the article as a requirement of a Transport Canada or Federal Aviation Administration rule or regulation (except where such requirement is due solely to an improper act by 3 PMA); or
 - h) subjected to erosion or an environmental hazard resulting in deterioration of the article's performance or efficiency.



- 7) The warranty shall not apply to any article to the extent that the defect or nonconformity is attributable to or precipitated by any part not supplied by or repaired by 3 PMA. Where OEM new parts were found defective, this warranty is limited to the OEM new part warranty policy.
- 8) 3 PMA's obligations under these warranties are conditional upon Buyer's obligation to maintain records that accurately reflect operating time and maintenance performed on affected articles and establish the nature of any unsatisfactory condition. 3 PMA, at its request, shall be given access to such records for the purpose of substantiating warranty claims.
- 9) The correction of any defect pursuant to this warranty shall not extend the aforementioned warranty period.
- 10) Buyer certifies that the warranted article has been maintained in accordance with an industry approved maintenance manual/schedule and with all written instructions provided by 3 PMA and/or the OEM.
- 11) If 3 PMA's inspection of the returned article discloses that the article does not require correction or the defect is not covered by 3 PMA's warranty, Buyer shall pay 3 PMA for the work performed and materials furnished in connection with any teardown, investigation, reassembly, and any authorized repair or maintenance services performed, in accordance with 3 PMA's then-current charges.
- 12) The foregoing warranty is exclusive and in lieu of all other warranties, whether written, express, statutory, oral or implied, including any warranty of performance, merchantability of fitness for a particular purpose, and supersede and exclude any oral or written warranties or representations made or implied in any manual, literature, advertising brochure or other materials. In no event will 3 PMA's liability under this warranty exceed the price actually paid by Buyer for subject warranted products/service. In no event shall 3 PMA be liable for special, consequential or incidental damages. Special, consequential or incidental damages include, without limitation, economic loss, loss or damage to any property or person or any other exemplary, punitive or similar damages. No variation or extension of this warranty or remedies shall be binding unless in writing and signed by a duly authorized representative of 3 PMA.