

ISO9001, AS9110, Nadcap NDT, FAA Repair Station VP5R283N, EASA, CAAC

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Warranty Policy

Twin Manufacturing Company (“Twin”) warrants to the operator (“Operator”) that all overhaul or repair work performed by Twin and Twin-selected subcontractors (“Workmanship”) on an item or unit (“Item”) (a) shall be in compliance with (1) applicable published specifications of the manufacturer of the item worked on in effect at the time work is performed, or (2) reasonable specifications provided in advance in writing by Operator to Twin; (b) shall be in compliance with applicable published directives and regulations of the Federal Aviation Administration in effect at the time the work is performed; and © shall otherwise conform to standards of good workmanship which are customarily recognized in the industry at the time the work is performed. This warranty shall remain in effect, in the case of repair work, for 12 months from the date of shipment of the Item to Operator, and in the case of overhaul work, for 24 months from the date of shipment of the Item to Operator.

The foregoing warranty shall be valid and remain in effect only if: (i) the Item has been operated and maintained in accordance with the instructions of the manufacturer; (ii) the claim is unrelated to normal wear and tear, corrosion or erosion, or to any part normally consumed in operation or that has a normal life inherently shorter than the applicable warranty period; (iii) the claim is unrelated to the failure by Operator to follow the most current instructions issued by the manufacturer of the Item with respect to the proper use of the Item; (iv) the claim is unrelated to the negligence or act or omission of Operator or any third-party; (v) the Item has not been operated under conditions more severe than those for which it was designed; (vi) the claim is unrelated to force majeure; and (viii) Operator immediately notifies Twin in writing of the claim within the applicable 12- or 24-month period, as the case may be, and is able to reproduce the claim.

Except as set forth herein, Twin does not warrant work performed, or products manufactured or furnished, by others.

Twin shall be given a reasonable opportunity to investigate any claims. Operator shall cooperate fully in that investigation as Twin may request. Failure by Operator to cooperate fully with Twin shall excuse Twin from any and all liability arising out of the claim.

THE REMEDIES AVAILABLE TO OPERATOR FOR WARRANTY CLAIMS DETERMINED TO BE VALID BY TWIN SHALL BE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF THE NON-CONFORMING WORK. THE FOREGOING WARRANTIES ARE GIVEN IN LIEU OF ANY OTHER WARRANTIES. NO OTHER WARRANTIES APPLY TO WORKMANSHIP, AND NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, HIDDEN DEFECTS, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE IS GIVEN BY TWIN TO OPERATOR OR ANY OTHER PARTY.

TWIN SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, ORDINARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER BASED ON THEORIES OF CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, PROFIT, BUSINESS OR PROPERTY.

This warranty is not transferable by Operator. No agreement or understanding varying or extending any term of the warranty shall be binding on Twin, unless expressed in writing and executed by a duly authorized representative of Twin.