

# WARRANTY POLICY

Miami Aircraft Structures, Inc., warrants that the Services performed by M.A.S. hereunder shall be free from the defects in workmanship and materials for a period of three (3) years (or such other period and/or duration specified in the Work Order), whichever occurs first, after the re-delivery date of the item(s).

M.A.S. undertakes, at its option either to repair or replace at M.A.S.'s premise near Miami International Airport, FL any part of an item with regard to which part it is proved, to M.A.S.'s complete satisfaction, that faulty workmanship was performed by M.A.S. thereon (herein after "the Part"), provided Buyer discovers said faulty workmanship within ten (10) days of Buyer's discovery thereof and, provided further, that such Part is returned to M.A.S. within thirty (30) days of such discovery. All costs and expenses of transportation, packing, insurance, taxes and custom duties to and from M.A.S.'s premises in connection with the Part shall be born by the buyer.

M.A.S. shall have no obligation hereunder unless the item is upon which the Part has been installed, and/or the Part, as the case may be, has been operated, handled, maintained stored and repaired in accordance with the manufacturer's instructions and flight manual, and provided that said item and/or Part has not been subject to accident, abuse, misuse or misapplication.

At M.A.S.'s request, Buyer will ship the Item and/or Part, at buyer's expense, to a location, other than Miami, FL designated by M.A.S. The provisions of this warranty shall apply to the replacement part for the unexpired portion, if any, of the applicability time period set forth above.

The warranty shall not apply to material or parts bought by M.A.S. from other sources (herein after "Bought-Out Items") except that M.A.S. hereby undertakes to pass on to the Buyer any warranties received by M.A.S. with respect to "Bought-Out Items."

Should any part of the work hereunder be performed by sub-contractor(s), M.A.S. shall, if and to the extent that M.A.S. receives an assignable warranty from such sub-contractor(s), transmit such warranty to the Buyer.

THIS WARRANTY IS EXHAUSTIVE AND EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE EXCLUDED. M.A.S. SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGE AND/OR LOSSES (INCLUDING LOSS OF USE AND/OR PROFIT) AND THE EXTENT OF M.A.S.'S LIABILITY SHALL NOT EXCEED THE COST OF REPAIRING OR REPLACING (AT M.A.S.'S SOLE OPTION) THAT PART OR PORTION OF THE ITEM(S) UPON WHICH FAULTY WORKMANSHIP WAS PERFORMED BY M.A.S.