



## WARRANTY POLICY

COX AIRPARTS LLC (COX) WARRANTS THAT ALL CURRENT OVERHAULS SHALL BE FREE FROM DEFECT IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND SERVICE UNTIL 12 MONTHS FROM DATE OF INSTALLATION ON THE AIRCRAFT, OR 180 HOURS, WHICHEVER COMES FIRST, AND ONLY IF, THE FOLLOWING CONDITIONS ARE MET:

1. THE UNIT AND WARRANTY CLAIM, WITH ALL REQUESTED INFORMATION PROPERLY SUPPLIED HAS BEEN RETURNED TO COX WITHIN 30 DAYS OF THE PRODUCT FAILURE DATE. UNITS MUST NOT BE DISSEMBLED AND MUST BE IN "AS REMOVED" CONDITION.
2. THE HYDRAULIC SYSTEM MUST HAVE BEEN FLUSHED OUT PRIOR TO REINSTALLING THE UNIT AND PROOF MUST BE SUPPLIED TO THE SATISFACTION OF COX.
3. NO SUBSTITUTE PARTS SHALL HAVE BEEN INSTALLED IN THE PRODUCT WITHOUT PRIOR AUTHORIZATION OF COX.
4. THE PRODUCT SHALL NOT HAVE BEEN DISASSEMBLED, REPAIRED, OR ALTERED OUTSIDE OF COX UNLESS PRIOR AUTHORIZATION HAS BEEN GRANTED.
5. THE PRODUCT SHALL NOT HAVE BEEN SUBJECTED TO MISUSE, ACCIDENT, OR IMPROPER INSTALLATION UNLESS PROOF IS SUBMITTED TO THE SATISFACTION OF COX THAT SUCH ABUSE WAS NOT A CAUSE FOR THE CLAIMED DEFECT.
6. THERE WILL BE NO WARRANTIES ALLOWED ON ELECTRICAL MOTORS.

## LIMITATION AND EXCLUSIONS

1. THE SOLE RESPONSIBILITY AND LIABILITY OF COX AND YOUR EXCLUSIVE REMEDY UNDER THIS CLAIM ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM, THIS SALE OR THE PERFORMANCE OR BREACH OF ANY CONDITION OR WARRANTY THEREUNDER, OR FROM THE DELIVERY, OR USE OF THE PRODUCT SHALL BE THE REPAIR OF, OR REPLACEMENT FOR THE DEFECTIVE PRODUCT AT COX'S OPTION.
2. IN NO EVENT, WHETHER AS A RESULT OF A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL COX BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PENAL DAMAGES OR EXPENSES, INCLUDING, BUT NOT LIMITED TO, COST OF REMOVAL AND REPLACEMENT OF THE PRODUCT(S), LOSS OF ASSOCIATED EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, OR SERVICES DOWN TIME, OR COST OF CLAIMS OF THIRD PARTIES FOR SUCH DAMAGES OR EXPENSES.
3. AT THE TIME OF INSTALLATION, THE INSTALLING AGENCY ASSUMES ALL LIABILITIES FOR THE PROPER INSTALLATION AND OPERATION OF THIS OVERHAULED COMPONENT.

## WARRANTY ACTIVATION PROCEDURE

1. A TWO PART WARRANTY REGISTRATION CARD IS INCLUDED WITH EACH UNIT.
2. THE WARRANTY REGISTRATION CARD MUST BE COMPLETED BY THE INSTALLING AGENCY, SHOWING ALL REQUIRED INFORMATION. THE CARD MUST BE MAILED TO COX WITHIN 10 DAYS OF THE DATE OF INSTALLATION OR THIS WARRANTY IS VOID.

3. THE OWNER'S PORTION OF THE WARRANTY DATA CARD SHOULD BE KEPT WITH THE AIRCRAFT'S LOG BOOK AND/OR PAPERWORK FILE CARRIED IN THE AIRCRAFT. WHEN REQUESTING WARRANTY CONSIDERATION, THE WARRANTY DATA CARD MUST BE COMPLETED AND RETURNED TO COX WITH THE UNIT. IF THIS CARD IS NOT RECEIVED WITH THE UNIT, COX WILL REQUIRE COPIES OF THE AIRCRAFT LOG BOOKS INDICATING THE DATE OF INSTALLATION AND THE INSTALLING AGENCY. IF NO INSTALLATION DOCUMENTATION IS PROVIDED, WARRANTY WILL EXTEND FOR 7 MONTHS FROM THE DATE OF SHIPMENT FROM COX FOR THE PRODUCTS WARRANTED FOR 6 MONTHS. THE UNIT WILL THEN BE PROCESSED ACCORDINGLY.

## **SPECIFIC TERMS**

1. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY. ANY AND ALL IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. THE WARRANTY REGISTRATION CARD MUST BE COMPLETED AND RETURNED WITHIN 10 DAYS FROM DATE OF INSTALLATION OF THE EQUIPMENT OR THIS WARRANTY IS VOID.
2. ACCEPTANCE OF THE PRODUCT BY YOU OR THE INSTALLING AGENCY SHALL CONSTITUTE ACKNOWLEDGEMENT AND ACCEPTANCE OF THE TERMS, PROVISIONS, LIMITATIONS, AND EXCLUSIONS SET FORTH HEREIN. SUCH TERMS, PROVISIONS, LIMITATIONS, AND EXCLUSIONS SHALL NOT BE MODIFIED, DETECTED, OR SUPPLEMENTED EXCEPT BY AN EXPRESS WRITTEN ACKNOWLEDGEMENT OF COX.

## **GENERAL**

1. ANY CLAIMS UNDER THIS WARRANTY SHOULD BE MADE THROUGH COX. ALL CLAIMS SHALL BE HANDLED ACCORDING TO STANDARD WARRANTY PROCEDURES.
2. ALL PRODUCTS RETURNED FOR WARRANTY CONSIDERATION ARE TO BE SHIPPED TO COX FREIGHT PREPAID. IF THE WARRANTY CLAIM IS ACCEPTED, THE REPLACEMENT PARTS, IF SHIPPED INDIVIDUALLY, WILL BE SHIPPED SURFACE FREIGHT, PREPAID.