

Warranty & Terms and Conditions

SUPERIOR AIR PARTS, INC. LIMITED WARRANTY CYLINDERS, RECIPROCATING ENGINES, AND REPLACEMENT PARTS

CYLINDERS

Replacement FAA-PMA cylinders shipped from Superior Air Parts, Inc. after November 1, 2012, are warranted as follows:

Superior warrants that each new FAA/PMA replacement cylinder ("Cylinder") will be free from defects in material and workmanship for twenty-five (25) months of operation from the date of first operation, or recommended TBO, whichever occurs first. The date of first operation cannot exceed one (1) year from the date of shipment from Superior. Superior's warranty policy applies only to Cylinders it has manufactured under its FAA-PMA authorizations.

For Warranty consideration, the defective components must be evaluated by Superior's Analytical Department. When Superior has found to its satisfaction that the Cylinder is defective in material or workmanship, Superior will, at its option, repair or replace the Cylinder. Superior will pay reasonable labor rates and follow OEM guidelines for labor hours.

RECIPROCATING ENGINES

Reciprocating Engines shipped from Superior Air Parts, Inc. after November 1, 2012, are warranted as follows:

Superior warrants that each new Reciprocating Engine ("Engine") will be free from defects in material and workmanship for **twenty four (24) months*** or 1,000 hours of operation, whichever occurs first. The date of first operation cannot exceed one (1) year from the date of shipment from Superior. Warranty coverage will be 100% for the first 12 months, and then prorated from months 13-24.

For Warranty consideration, the defective components must be evaluated by Superior's Analytical Department. Superior's obligation under this warranty is limited to its choice of repair or replacement of the Engine on an exchange basis, when Superior has found to its satisfaction, that the Engine is defective in material or workmanship.

REPLACEMENT FAA-PMA AND EXPERIMENTAL PARTS

Replacement FAA-PMA and Experimental parts shipped from Superior Air Parts, Inc. after November 1, 2012, are warranted as follows:

Superior warrants that each new FAA/PMA replacement part ("Part") will be free from defects in material and workmanship for **twelve (12) months** or 500 hours of operation from the date of first operation, whichever occurs first. The date of first operation cannot exceed one (1) year from the date of shipment from Superior. Superior's warranty policy applies only to Parts it has manufactured under its FAA/PMA authorizations or XP brand of experimental parts. All other parts sold by Superior are subject to the terms and conditions of the warranty, if any, specified by the manufacturer of that part.

For Warranty consideration, the defective components must be evaluated by Superior's Analytical Department. Superior's obligation under this warranty is limited to its choice of repair or replacement of the Part on an exchange basis, when Superior has found to its satisfaction, that the Part is defective in material or workmanship.

SPECIAL TERMS AND CONDITIONS

1. Repair or replacement of any Cylinder/Engine/Part under Superior's express warranty will not create a new warranty period or extend the period of coverage. Instead, any Cylinder/Engine/Part so repaired or replaced will be warranted for the remainder of the warranty period applicable to the Cylinder/Engine/Part repaired or replaced.
2. Superior's express warranty does not apply to any Cylinder/Engine/Part that Superior determines (a) has been subject to misuse, neglect, improper installation, improper storage, corrosion, or accident, and whether the Cylinder/Engine/Part is in operation, in transit or in storage; (b) has been operated, maintained, repaired or stored other than as directed in the applicable maintenance, installation, operation or technical instructions; or (c) has been changed from its original configuration.
3. Superior's express warranty does not cover (a) consumable items such as filters, gaskets and thermocouples; (b) engine removal or installation; (c) resultant damage to other parts; or (d) mileage or subsistence charges incurred, such as hotels, airlines and food.
4. Warranty claims must be (a) submitted in writing to Superior within thirty (30) days of a suspected defect in material or workmanship; (b) accompanied by the Part and all other parts specified by Superior in an "as removed" condition from the engine; (c) accompanied by any maintenance documentation requested by Superior; (d) returned to the location specified by Superior; and (e) accompanied by a copy of a valid proof of purchase under which the Part was sold by Superior. Superior reserves the right to deny any claim not submitted in accordance with these requirements.
5. Superior will not process or honor warranty claims on delinquent accounts. An account is considered delinquent if any invoice of the Purchaser has not been paid in full within thirty-one (31) days of the invoice date.
6. By accepting delivery of the Cylinder/Engine/Part, Purchaser agrees to the terms of this express limited warranty and agrees to be bound by it and whether Purchaser uses, distributes or resells the Part covered by this warranty.

DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATIONS OF LIABILITY

7. SUPERIOR'S EXPRESS LIMITED WARRANTY TO THE PURCHASER 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 SUPERIOR'S NEGLIGENCE, ACTUAL OR IMPUTED.

SUPERIOR'S OBLIGATIONS AND THE REMEDIES UNDER SUPERIOR'S EXPRESS LIMITED WARRANTY ARE LIMITED TO SUPERIOR'S CHOICE OF (A) FULL OR PARTIAL REFUND OR (B) REPAIR OR REPLACEMENT ON AN EXCHANGE BASIS, AND EXCLUDE LIABILITY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, REPLACEMENT COSTS, ECONOMIC LOSS, LOST REVENUE, LOST PROFITS, OR LOSS OF USE OR DAMAGE TO AN ENGINE, AIRCRAFT OR OTHER PROPERTY AND SUPERIOR'S LIABILITY ON ANY CLAIM SHALL IN NO CASE EXCEED THE PRICE OF THE PART WHICH GIVES RISE TO THE CLAIM.

8. This warranty agreement allocates the risk of product failures between Purchaser and Superior as permitted by law. Superior's express limited warranty gives the Purchaser specific legal rights and Purchaser may also have other rights which vary from state to state. Purchaser agrees and understands that the obligations of the parties under this warranty agreement shall be and are performable in Dallas County, Texas. Purchaser consents and agrees that venue of any suit or legal proceeding brought by Purchaser, or those in privity with him, and arising out of or resulting from the condition of Parts sold by Superior, shall be in Dallas County, Texas. Further, Purchaser agrees to hereby submit to the jurisdiction of the state or federal courts that are located in Dallas County, Texas, and designates the Secretary of State of Texas as the Purchaser's agent for service of process.
9. Purchaser agrees that, if he should file suit or commence legal proceedings against Superior arising out of or resulting from the condition of Parts sold by Superior, Purchaser will pay Superior its costs of defending such suit or legal proceeding, including reasonable attorneys' fees, in the event that (a) Superior prevails in the suit or legal proceeding; or (b) the value of the recovery awarded to the Purchaser is equal to or less than any settlement proposal made by Superior prior to the award made in the suit or legal proceeding.
10. This warranty agreement shall be construed and interpreted by and in accordance with the laws of the State of Texas, and whether or not any conflicts of law principle would refer the interpretation to the law of another jurisdiction.
11. In the event that any provision of this 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 warranty agreement shall be construed as if such provision(s) had never been contained in this warranty agreement.
12. Purchaser agrees that any dispute arising out of or resulting from the condition of the Parts or this warranty policy sold by Superior shall, on the written request of Superior, be submitted to arbitration under the rules as Superior and Purchaser shall agree. If no agreement can be reached, such arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association.
13. No agreement varying this warranty agreement or Superior's obligations under it will be binding upon Superior unless made in writing by a duly authorized representative of Superior.