



TEMPEST AVIATION GROUP INC.

1. **Limited Warranties**

- 1.1 Tempest Aviation Group (TAG) warrants that (1) the services shall be performed in compliance with applicable FAA / Transport Canada rules and regulations and (2) new or serviceable parts provided to Customer shall be airworthy at the time of their Delivery. For Services related to Parts other than avionics and electrical instrument components, this warranty shall be valid for a period of: (a) one (1) year from the Delivery to Customer or; (b) six (6) months from the installation of the Parts onto an Aircraft or; (c) five-hundred (500) hours of operation, whichever is shortest. For services related to avionics and electrical instrument components, this warranty shall be valid for a period of ninety (90) days for Repairs and six (6) months for Overhauls. The warranty period for warranty Services provided hereunder shall be the unexpired portion of the original warranty, if any, on the original Service.
- 1.2 The warranty provided herein shall not apply:
- 1.2.1 To defects, nonconformities, failures, or abnormal wear and tear, which are attributable in whole or in part to: (a) Customer's (or a third party's) non-conformance or non-compliance with TAG's (or the OEM's) operation or maintenance manuals, or other instructions or recommendations on storage, handling, installation, maintenance, or operation; (b) other misuse, accident, or negligence on the part of Customer or any third party; or (c) foreign object damage, internal object damage, or damage by the elements including, but not limited to, corrosion and erosion;
 - 1.2.2 If Customer fails to notify TAG in writing within thirty (30) days following discovery of the defect (but not later than the warranty notice period set forth above). Such written notification shall contain a description of the defects observed and give the reasons, conditions, and circumstances of the defects; or
 - 1.2.3 If Customer or any third party undertakes any action, other than installation and routine maintenance (not including Repair or Overhaul), on Serviced Parts.
- 1.3 TAG does not provide any warranty for materials or Parts. The warranties associated with materials and Parts shall pass directly from the manufacturer/supplier to Customer.
- 1.4 Upon receipt of written notification of a warranty claim, TAG, using its sole discretion, shall determine whether the warranty applies, or further inspection is necessary. If further inspection is necessary, TAG shall notify Customer whether TAG will send a technician to inspect the Serviced Parts on location or require the Serviced Parts be transported to TAG's Facility. After inspection, if TAG, in its sole discretion, determines that this warranty does not apply, Customer shall pay all costs of inspection and shipping on a Time and Materials basis. TAG shall reimburse Customer for the shipping costs of any Serviced Parts which are repaired or replaced pursuant to this warranty.