



## Aerospace Coatings International Warranty Policy

Aerospace Coatings International (ACI) warrants that all repaired or overhauled parts will be free from defects in workmanship and incorporated material(s) at the time of delivery. If at the time of delivery or within twelve (12) months thereafter, or upon installation into an end item, provided that such installation occurs within twelve (12) months from delivery, such part is found to be defective in workmanship or incorporated material(s), ACI shall, if it confirms the existence of the defect, cure such defect by performing a subsequent repair or overhaul free of charge. Customer is required to provide ACI, within one month of discovery, a written disposition of the claimed defect, including reasonable proof to confirm that the defect is covered under the terms of ACI's warranty policy.

ACI's total liability for breach of any obligations with respect to the service of the part is limited to correcting the defect, refunding or crediting the invoice price of the service, or, at ACI's exclusive option, replacement of the part. In any event, ACI's total liability shall not exceed an amount greater than five (5) times the amount of the repair price for the applicable part, and shall not include the cost of installation, removal, or any special, indirect, consequential, incidental, or exemplary damages of any kind whatsoever, including for loss of use, revenue or profit, arising out of or in connection with ACI's services.

ACI shall not be liable for any lost or damaged hardware, fixtures, tooling, inserts, sleeves, bushings, or other miscellaneous items that are affixed to the part which are otherwise removable. Furthermore, ACI shall not be liable for any damage that may occur to the part during the repair process which is a direct result of the aforementioned items not being removed from the part.

ACI shall not be liable for any damages to the extent incurred during shipment (after delivery) and/or caused by normal wear and tear, misuse, abuse, storage or use in harsh conditions, installation or use inconsistent with the manufacturer's instructions, and/or repair, overhaul, or maintenance performed subsequent to delivery. ACI MAKES NO WARRANTY, AGREEMENT, OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE QUALITY, CONDITION, VALUE, OR UTILITY OF

September 25<sup>th</sup>, 2019



THE PARTS, INCLUDING BUT NOT LIMITED TO ANY EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE REGARDING SUCH PARTS.

THE REMEDIES PROVIDED FOR IN THIS AGREEMENT SHALL CONSTITUTE THE SOLE RECOURSE OF CUSTOMER AGAINST ACI FOR CLAIMS RELATING TO THE REPAIR OR OVERHAUL OF PARTS, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE.

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