



HAWK AVIATION

HAWK AVIATION GROUP

WARRANTY POLICY

VER. DEC 2016

HAWK AVIATION WARRANTS THAT ALL ITEMS PROVIDED BY HAWK AVIATION GROUP COMPANIES, WHETHER IN NEW, OVERHAULED OR REPAIRED CONDITION, WILL BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS.

WARRANTY WILL APPLY ONLY TO ITEMS AND/OR MATERIALS THAT ARE PROPERLY SHIPPED, HANDLED, STORED, MAINTAINED, INSTALLED, OPERATED AND REMOVED BY THE CUSTOMER. MATERIALS MUST BE RETURNED TO HAWK AVIATION FOR A WARRANTY CLAIM WITHIN THE WARRANTY PERIOD.

BY ACCEPTING THE ITEMS AND/OR MATERIALS, THE CUSTOMER AGREES TO, AND ASSUMES THE COMPLETE BINDING TERMS OF THIS WARRANTY POLICY GRANTED BY HAWK AVIATION.

WARRANTY PERIOD WILL BEGIN ON THE DATE OF SHIPPING OF THE ITEMS AND/OR MATERIALS, AS FOLLOWS:

- NEW/OVERHAULED UNITS: 12 MONTHS OR 1000 HOURS OF TIME IN SERVICE, WHICHEVER OCCURS FIRST.
- REPAIRED UNITS/ REPAIRED SUB COMPONENTS*: 6 MONTHS OR 500 HOURS OF TIME IN SERVICE, WHICHEVER OCCURS FIRST.
- TESTED (PASS/FAIL) ONLY UNITS/ TESTED (PASS/FAIL) ONLY SUB COMPONENTS*: 3 MONTHS OR 250 HOURS OF TIME IN SERVICE, WHICHEVER OCCURS FIRST.

* ITEMS AND/OR MATERIALS WITH PARTIAL REPAIR WILL CARRY A COMBINATION OF WARRANTY AS FOLLOWS: 6 MONTHS/500HRS FOR THE REPAIRED PARTS/SUBCOMPONENTS ONLY, AND 3 MONTHS/250HRS FOR THE UNIT ITSELF. THE SCOPE AND STATUS OF REPAIRED PARTS/SUBCOMPONENTS WILL BE DEFINED AND DETERMINED BY THE WORK SHOP REPORT.

HAWK AVIATION GROUP WARRANTY DOES NOT COVER OR APPLY TO ANY ITEM OR MATERIAL WHICH HAS BEEN SUBJECT TO MISUSE, ABUSE, OVERLOAD, NEGLIGENCE, ACCIDENT, IMPROPER INSTALLATION, IMPROPER STORAGE OR INADEQUATE MAINTENANCE.

UNLESS WRITTEN PRE-APPROVAL IS AUTHORIZED BY HAWK AVIATION, ALL WARRANTY, EXPRESSED OR IMPLIED, SHALL IMMEDIATELY CEASE AT SUCH TIME A UNIT IS PROMISED OR TAMPERED WITH BY THE CUSTOMER OR A SHOP, DISASSEMBLED, ALTERED, REPAIRED, OVERHAULED, MODIFIED OR ANY PROTECTIVE WARRANTY LABEL OR STICKER ARE REMOVED.

THIS WARRANTY DOES NOT APPLY TO NORMAL WEAR OF ITEMS OR MATERIALS.

ABNORMAL WEAR THAT CAN BE DIRECTLY RELATED TO A DEFECT IN THE WORKMANSHIP, AND THAT IS CONFIRMED BY A REGULATED REPAIR STATION OR THE ORIGINAL EQUIPMENT MANUFACTURER (OEM), WILL BE COVERED BY HAWK AVIATION'S WARRANTY WITHIN THE WARRANTY PERIOD ONLY.

WARRANTY CLAIM DETERMINATION AND INVESTIGATION WILL BE MADE BY THE ORIGINAL REPAIR SHOP OR BY THE OEM, BASED UPON HISTORICAL DATA LOGS, FUNCTIONAL TESTS AND FINDINGS DURING INSPECTION AND FAILURE ANALYSIS.

NO WARRANTY WILL APPLY FOR PHYSICAL OR CONTAMINATION DAMAGE OR DIRT UNLESS REPORTED WITHIN 1 WEEK FROM RECEIVING DATE AND THE COMPLAINT IS SUPPORTED WITH CURRENT PHOTOS.

ITEMS OR MATERIALS THAT ARE RETURNED FOR WARRANTY AND ARE FOUND TO BE WITHIN MANUFACTURER'S TOLERANCE AND SPECIFICATIONS, OR IF INVESTIGATION SHOWS THAT THE FAULT COULD NOT BE CONFIRMED OR WAS RESULT IN MISUSE, ABUSE, OVERLOAD, NEGLIGENCE, ACCIDENT, IMPROPER INSTALLATION, IMPROPER STORAGE OR INADEQUATE MAINTENANCE, WILL BE SUBJECT TO FREIGHT, RECERTIFICATION AND BENCH TEST CHARGES, AND BY ACCEPTING TO RECEIPT OF THE UNIT, THE CUSTOMER AGREES TO PAY ANY AND ALL ASSOCIATED CHARGES AND FEES FOR DENIED WARRANTY CLAIM.

THE FULL COST OF RETURNING AN MATERIALS IN ACCORDANCE WITH A RETURN MATERIAL AUTHORIZATION ('RMA') TO HAWK AVIATION, INCLUDING BUT NOT LIMITED TO ALL SHIPPING COSTS TO AND FROM THE CUSTOMER, REMOVAL AND/OR INSTALLATION COSTS OR OTHER RELATED COSTS, SHALL BE THE SOLE RESPONSIBILITY OF THE CUSTOMER. ANY SHIPPING, EVALAUTION AND REPAIR CHARGES (IN CASE THE MATERIALS IS DEEMED NFF) COVERED BY HAWK AVIATION SHALL BE APPLIED AND INVOICED TO THE CUSTOMER ACCORDINGLY.

ALL UNITS RETURNED FOR WARRANTY CLAIM MUST BE RETURNED TO HAWK AVIATION VIA BEST METHOD ON CUSTOMER'S ACCOUNT, AND AGAINST HAWK AVIATION RMA ONLY.

THESE WARRANTY TERMS REPRESENT THE SOLE REMEDIES AVAILABLE TO A CUSTOMER, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. HAWK AVIATION SHALL NOT BE LIABLE FOR ANY WARRANTY OF MERCHANTABILITY OR FOR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. HAWK AVIATION SHALL NOT BE LIABLE FOR CONSEQUENTIAL, NOR INCIDENTAL, NOR SPECIAL, NOR PUNITIVE DAMAGES FOR ANY CAUSE OF ACTION THAT ARISES AS A CONSEQUENCE OF, OR IN RELATION TO, ANY TRANSACTION EXECUTED BETWEEN HAWK AVIATION AND THE CUSTOMER.

PLEASE ALSO NOTE: SALES ARE FINAL AFTER 14 CALENDAR DAYS FROM SHIP DATE AND NO RETURNS ARE ACCEPTABLE. ALL RETURNS ARE SUBJECT TO HAWK PRIOR WRITTEN CONCENT; UNIT RETURNED BEFORE 14 DAYS IS SUBJECT TO 25% RESTOCKING FEE OF THE OUTRIGHT VALUE OR \$500 - WHICHEVER IS GREATER; ALL RETURNS NEED TO BE PRE-AUTHORIZED WITH AND FOLLOWED BY AN RMA; UNIT MUST BE RETURNED WITH A NON USAGE STATEMENT AND ALL ORIGINAL PAPERWORK SUPPLIED WITH THE UNIT. EXCHANGED UNIT CAN BE RETURNED FOR PARTIAL CREDIT WITHIN 5 CALENDAR DAYS FROM SHIP DATE (SAME S/N MUST BE RETURNED) AND WILL BE SUBJECT TO RESTOCKING FEE OF 25% OF THE EXCHANGE FEE OR MIN OF \$350. FOR MORE DETAILS RELATED TO EXCHANGES, KINDLY RELATE TO THE RELEVANT BINDING EXCHANGE AGREEMENT. AOG FEES, DAR 8130 FEES, FREIGHT CHARGES, DUTIES OR HAZ-MAT FEES CANNOT BE WAIVED.