

H.E.R.O.S., Inc.

FAA CRS HEFR202K / EASA 145.5929

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**WARRANTY POLICY.
DISCLAIMER OF IMPLIED WARRANTIES, LIMITED
WARRANTY, ACKNOWLEDGMENT AND ACCEPTANCE**

Sales of parts and overhauled components; overhaul and repair services

FOLLOWING EXPLAINS WARRANTIES PROVIDED IN CONJUNCTION WITH
WORK ORDER ESTIMATES (WOE) PRESENTED FOR YOUR APPROVAL AND
SALE OF ANY NEW OR SERVICEABLE PARTS AS WELL AS EXCHANGE
COMPONENTS, ACCESSORIES AND ENGINES (UNIT)

1. By approving the WOE, in the form of either signing, or revising your Purchase Order (PO) or by issuing a verbal authorization, YOU (CUSTOMER) ARE ACKNOWLEDGING AND ACCEPTING THE FOLLOWING TERMS REGARDING WARRANTIES ON THE PARTS PURCHASED AND SERVICES PROVIDED BY H.E.R.O.S., INC. (Hereafter HEROS, US, WE) pursuant to your authorization:
2. WE warrant that all services provided and work completed pursuant to the WOE and / or PO will be accomplished and performed in a skillful manner and in accordance with the applicable Federal Aviation Regulations (FAR). THERE ARE NO WARRANTIES ON THE SERVICES PROVIDED AND PARTS SOLD BY US BEYOND THOSE DESCRIBED ON THE FACE OF THIS WORK ORDER ESTIMATE.
3. PARTS ARE PROVIDED WITH THE WARRANTIES, IF ANY, MADE BY THEIR RESPECTIVE MANUFACTURERS AND WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PARTS PROVIDED IN THE COURSE OF ACCOMPLISHING THE WORK CONTEMPLATED BY THE WOE.
- 4- YOU HAVE THE RIGHT AND THE CHOICE OF CHOOSING CERTAIN VENDORS AS SUPPLIER OF NEW AND SERVICEABLE PARTS.
- 5- IN THE ABSENCE OF A CLEAR AND WRITTEN VENDOR SELECTION INSTRUCTION, WE WILL USE OEM AND FAA/PMA APPROVED PARTS AND UTILIZE FAA / CANADA APPROVED REPAIR FACILITIES FOR RESTORATION OF PARTS.
- 6- CUSTOMER ACKNOWLEDGES THAT WE HAVE MADE NO REPRESENTATIONS AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PART SOLD PURSUANT TO THE WOE, UNLESS SPECIFICALLY SO STATED HEREON.

Initial & date -----

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7. OVERHAULS AND REPAIRS - Units overhauled by us carry a 1000 hours of operation (prorated after 500 hours) or 12 months warranty from the date of shipment, whichever comes first. Units repaired by us carry a 600 hours of operation (prorated after 300 hours) or 6 months warranty from the date of shipment, whichever comes first. These units will be certified and accompanied by an FAA 8130-3 tag
8. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS (HAS BEEN) MADE WITH RESPECT TO OVERHAULED PARTS, COMPONENTS OR MODULES. This warranty is limited to the cost of labor incurred in: (1) Correcting any work performed by us; (2) Repairing or replacing any part or component overhauled or repaired and installed by us. This warranty does not include the cost of parts installed, parts required to fulfill this warranty, or any consequential damage or loss of revenue caused by work performed by us.
9. Units overhauled or repaired by other agencies and accompanied by their respective release tags may or may not be warranted, by those agencies, according to their terms and conditions AND ARE NOT COVERED BY OUR WARRANTY POLICY.
10. Parts supplied by you are NOT COVERED under our warranty. Any subsequent damages caused by parts supplied by you ARE NOT COVERED by our warranty.
- 11- ALL WARRANTIES GIVEN BY US ARE NULLIFIED AND VOIDED IF YOU OR YOUR DESIGNATED ENTITY DISASSEMBLES AND RE ASSEMBLES THE UNIT FOR ANY REASON.
- 12- FUEL NOZZLE WARRANTIES ARE NULLIFIED AND VOIDED IF THE SAFETY WIRE SECURING THE OUTER AIR SHROUD IS REMOVED FOR ANY REASON.
13. **NO WARRANTY, GUARANTEE OR APPROVAL FOR RETURN TO SERVICE IS GIVEN TO ANY ACCESSORY, MODULE, ENGINE OR PART, WHICH IS RETURNED TO CUSTOMER ACCOMPANIED BY A PARTIAL REPAIR TAG.**
14. ALL WARRANTIES GIVEN BY US ARE NULLIFIED AND VOIDED RETROACTIVELY TO THE DATE OF SHIPMENT OF THE OVERHAULED OR REPAIRED ACCESSORY, MODULE, OR ENGINE. IF OUR INVOICE(S) ARE NOT PAID IN FULL IN ACCORDANCE WITH THE TERMS INDICATED ON THE INVOICE.
IF WE AGREE IN WRITING TO OTHER ARRANGEMENTS FOR PAYMENT, ALL WARRANTIES GIVEN BY US ARE NULLIFIED AND VOIDED RETROACTIVELY TO THE DATE OF SHIPMENT IF PAYMENT IS NOT RECEIVED IN ACCORDANCE WITH THE SUCH TERMS.
YOU DO FURTHER AGREE THAT, IN CASE WE HAVE TO TAKE LEGAL

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ACTION AGAINST YOU FOR NON-PAYMENT, STOP PAYMENT, OR
RETURNED CHECK, WE ARE ENTITLED TO A REASONABLE COLLECTION,
ATTORNEY AND COURT FEE AND ASSOCIATED EXPENSES INCLUDING
INTEREST CHARGES AS INDICATED ON OUR INVOICES.

We do not perform removal from or installation of engines, accessories or modules from aircraft. Therefore, there is no warranty given with respect to such activities, or any courtesy assistance we may lend to your mechanics / technicians in performing these services.

WE will undertake only the work described in the Work Order Estimate (WOE). Removal and / or re installation of any engine module or component is the responsibility of the aircraft / engine owner / operator. HEROS, Inc. does not undertake any work, which is not within the limitations imposed by its Repair Station Certificate. We reserve the right to substitute any part quoted herein with another FAA approved part.

APPROVED BY: _____ Date: _____

Signature: _____

Please sign and return all pages. Thank You