



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.



HAWK AVIATION LTD INVOICE/SALE TERMS AND CONDITIONS

INTERPRETATION OF CONDITION CODES

VER. June 28, 2015

CODE	DEFINITION
FN / NE	FACTORY FRESH PURCHASED FROM OEM OR AUTHORIZED DISTRIBUTOR.
NS	NEW SURPLUS – UNUSED.
OH	OVERHAULED BY AN AUTHORIZED AGENCY OR AIRLINE TSO (TIME SINCE OVERHAUL) = 00:00.
SV	CERTIFIED AIR WORTHY BY AN AUTHORIZED AGENCY OR AIRLINE.
AR	REMOVED FROM AN AIRCRAFT IN OPERATING CONDITION WITH NO CERTIFICATION.
RP	REPAIRABLE, USED- NOT CERTIFIED BUT ECONOMICALLY REPAIRABLE.
AI	AS IS, WHATEVER CONDITION IT PRESENTLY EXISTS, NO CERTIFICATION, NO RECORDS, NO GUARANTEES WITH ALL FAULTS.
O+	OVERHAULED AND CERTIFIED - SOLD ON EXCHANGE BASIS, IN EXCHANGE FOR CUSTOMER'S CORE UNIT, PLUS ALL RELATED COSTS TO RECERTIFY THE CORE UNIT BACK TO OVERHAUL CONDITION.
OX	OVERHAULED, CERTIFIED - SOLD AS EXCHANGE INCLUDING STANDARD COSTS TO OVERHAUL THE CORE UNIT; SHIPPING AND DUTIES EXCLUDED.
OL	OVERHAULED, CERTIFIED – SOLD ON LOAN BASIS PLUS ALL RELATED COSTS TO RECERTIFY THE CORE UNIT BACK TO OVERHAUL CONDITION.
S+	CERTIFIED AS AIR WORTHY - SOLD ON EXCHANGE BASIS, IN EXCHANGE FOR CUSTOMER'S CORE UNIT, PLUS ALL RELATED COSTS TO RECERTIFY THE CORE UNIT BACK TO SERVICEABLE CONDITION.
SX	CERTIFIED AS AIR WORTHY - SOLD AS EXCHANGE INCLUDING STANDARD COSTS TO RECERTIFY THE CORE UNIT; SHIPPING AND DUTIES EXCLUDED. CORE MUST BE NORMAL WEAR; NOT BER.
SL	CERTIFIED AS AIR WORTHY – SOLD ON LOAN BASIS PLUS ALL RELATED COSTS TO RECERTIFY THE CORE UNIT BACK TO SERVICEABLE CONDITION.
BER	BEYOND ECONOMICAL REPAIR - REPAIRABLE ITEM WHERE ITS ESTIMATED REPAIR COST EXCEEDS THE FAIR MARKET VALUE OR THE VALUE OF A REPLACEMENT UNIT.

THE QUANTITY OF MATERIAL SHOWN BY INVOICE SHALL IN ALL CASES GOVERN SETTLEMENT, UNLESS NOTICE OF SHORTAGE IS GIVEN TO THE TRANSPORTATION COMPANY AND THE SELLER WITHIN 10 DAYS AFTER RECEIPT OF MATERIAL. ANY CLAIMS RELATED TO OTHER ERRORS, DEFICIENCIES OR IMPERFECTIONS WILL NOT BE ENTERTAINED BY THE SELLER UNLESS MADE WITHIN (30) DAYS AFTER RECEIPT OF MATERIAL. NO MATERIAL MAY BE RETURNED WITHOUT PRIOR AUTHORIZATION FROM SELLER.

UNLESS OTHERWISE STATED THE MATERIAL/S IS/ARE SOLD EX WORKS INCOTERMS (2010): EX (POINT OF ORIGIN) - A PRICING TERM UNDER WHICH THE SELLER'S ONLY RESPONSIBILITY IS TO CLEAR THE GOODS FOR SHIPPING AND MAKE THEM AVAILABLE TO THE BUYER AT AN AGREED UPON LOCATION (FACTORY, WAREHOUSE, SHIP, ETC.). THE BUYER THEN BEARS THE FULL COST AND RISK INVOLVED IN TRANSPORTING THE GOODS TO THEIR DESIRED LOCATION. OTHER TERMS USED ARE "EX WORKS," "EX SHIP," AND "EX QUAY."

THE MATERIAL SOLD HEREUNDER IS SOLD WITHOUT ANY GUARANTEE OR WARRANTY OF ANY NATURE WHATSOEVER BY SELLER OR ANY PERSON, FIRM OR CORPORATION FROM WHOM THE SELLER ACQUIRED POSSESSION THEREOF, EXCEPT THAT THE SELLER WARRANTS IT'S TITLE, THERETO AND EXCEPT AS SPECIFICALLY PROVIDED BY THE CERTIFICATE OF AIRWORTHINESS, IF ANY. THE BUYER SHALL INDEMNIFY AND HOLD HARMLESS THE SELLER AND ANY PERSON, FIRM OR CORPORATION FROM WHICH THE SELLER ACQUIRED POSSESSION OF THE MATERIAL SOLD HEREUNDER, FROM ALL CLAIMS FOR DAMAGES CAUSED BY THE SAID MATERIAL, INCLUDING CONSEQUENTIAL DAMAGES AND ACCEPTANCE OF THE MATERIAL SHELL IMPLY ACCEPTANCE OF THESE CONDITIONS OF SALE BY THE BUYER.

ITEMS DESCRIBED "AS IS" ARE SOLD WITHOUT WARRANTY, EXPRESSED OR IMPLIED, AND WITHOUT WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY, OR ANY OTHER WARRANTY, EXCEPT AS TO TITLE, AND SELLER SHALL HAVE NO LIABILITY TO BUYER OR THIRD PERSONS FOR CONSEQUENTIAL DAMAGES, OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE TRANSACTION HEREIN AND THE USE OF THE EQUIPMENT OR ANY INABILITY TO USE SUCH EQUIPMENT EITHER SEPARATELY OR IN COMBINATION WITH OTHER PARTS OR EQUIPMENT OR FROM ANY OTHER CAUSE.

IF THE PURCHASE PRICE OR ANY PART THEREOF IS NOT PAID BY PURCHASER WHEN DUE, PURCHASER SHALL PAY INTEREST AT THE MAXIMUM LEGAL RATE ON ALL SUCH SUMS FROM THE DATE DUE UNTIL PAID. IF HAWK AVIATION LTD ENGAGES A COLLECTOR OR AN ATTORNEY TO COLLECT THE PURCHASE PRICE OR ANY PORTION THEREOF, INCLUDING REPOSSESSION OF GOODS SUBJECT TO THE UNIFORM COMMERCIAL CODE, PURCHASER SHALL PAY REASONABLE COLLECTOR'S AND OR ATTORNEY'S FEE (WHETHER OR NOT LEGAL ACTION BE INSTITUTED) AND ALL OF HAWK AVIATION LTD COLLECTION COSTS AND EXPENSES, INCLUDING COURTS IF LEGAL ACTION BE COMMENCED.

THE CUSTOMER UNDERSTANDS THE ABOVE AND ACCEPTS THESE PROVISIONS AS PART OF THIS TRANSACTION.

For more details, please visit our website: www.hawkaviation.com