



SALUS AVIATION (AW) LTD - LIMITED WARRANTY

WARRANTY

Salus Aviation (AW) Ltd (Salus Aviation) warrants to its customers ("Customer") that, subject to the conditions, limitations and exclusions set out below:

- maintenance, repair, and overhaul services ("MRO Services") performed by Salus Aviation on Customer's parts, components, or aircraft (referred to as "Customer Goods"), and
- goods manufactured by Salus Aviation or goods which have been overhauled by Salus Aviation and are being sold (including by way of exchange) as an overhauled item (but not including used, part-life items) ("Goods"),

shall be free from defects in workmanship for the warranty period (specified below). Where Goods are manufactured by Salus Aviation to an agreed written specification, Salus further warrants that any such Goods will substantially conform with the agreed written specifications and drawings subject to any variations expressly agreed in advance and in writing between Salus Aviation and the Customer.

In the event of:

- any defective workmanship on Customer's Goods, Salus Aviation's sole obligation shall be to reperform the defective work.
- any defect in workmanship in Goods supplied, Salus Aviation's sole obligation shall be to repair or replace the Goods (as determined by Salus Aviation).

To the extent permitted by law, these are the Customer's sole remedies in the event of any defective workmanship or Goods.

The warranty is a "return to base" warranty. The customer is required to return the Customer Goods / Goods to the Salus Aviation facility for assessment of any warranty claim and for warranty services to be performed.

Salus Aviation has no liability for the costs of, and will not reimburse for, the costs of movement of Customer Goods / Goods or the installation / removal / accessing of any part or component in respect of which the warranty applies. The Customer is responsible for all such costs.

Nothing in this Limited Warranty limits any rights that a consumer may have under the Consumer Guarantees Act 1993 (NZ).

WARRANTY PERIOD

The warranty period is 500 aircraft operating hours and twelve months, whichever occurs first. The calendar period begins as of the date of delivery of the Customer Goods / Goods to the Customer (as determined in accordance with Salus Aviation's standard terms and conditions).

In the event of a warranty claim, the original warranty period will continue to apply and no new warranty period will apply in respect of any warranty works completed.

CONDITIONS FOR WARRANTY COVERAGE

Warranty coverage may be denied if the Customer Goods / Goods:

- (1) have not been transported, stored, handled, installed, operated, and maintained in accordance with the applicable regulatory requirements and the manufacturer's instructions and specifications;
- (2) have been altered, modified, or repaired by a party other than Salus Aviation; or
- (3) have been subject to misuse, neglect, improper installation, transport damage, corrosion, accident, operation outside of specified parameters, or damage from the elements.

The Customer must notify Salus Aviation of a warranty claim as soon as reasonably possible after becoming aware of the defect in workmanship, and in any event, within the warranty period specified above.



Salus Aviation reserves the right to request the Customer to complete a warranty claim application, and to provide evidence of maintenance, handling, installation and operation of the Customer Goods to validate any warranty claim. The warranty may be declined if the Customer refuses to supply any requested information.

WARRANTY LIMITATIONS AND EXCLUSIONS

If Salus Aviation has performed MRO Services as an authorised service for an original equipment manufacturer (OEM), an OEM specific warranty may apply to such work, as notified by Salus Aviation. Any such OEM warranty will be the exclusive warranty in respect of such work and nothing in this limited warranty will apply to such work.

To the extent permitted by law, Salus Aviation does not warrant: (i) parts manufactured by other parties that are embodied Customer Goods / Goods as a result of MRO Services, or (ii) any services performed by other suppliers, including sub-contractors. Such goods and services may be subject to warranties from the relevant supplier.

OEM warranties apply only to parts supplied by the OEM. Any aftermarket parts used in any MRO Services are not warranted by the OEM but may be warranted by the manufacturer. If any parts, materials, or workmanship are warranted separately by their respective manufacturer / supplier, Salus Aviation will, to the extent allowed, assign any such warranty to the Customer. Salus Aviation shall provide such information as may be required to enable the Customer to pursue a warranty claim against the appropriate manufacturer / supplier and will provide such assistance as Salus Aviation determines appropriate to assist the Customer in making a warranty claim against the manufacturer / supplier.

The obligation of Salus Aviation under this warranty is limited to reperforming the defective workmanship or (where Salus determine it appropriate) repairing / replacing the Goods. Salus Aviation's liability for any other loss, cost, or damage suffered by the Customer shall be determined in accordance with Salus Aviation's standard terms and conditions of trade. This warranty does not include any consequential or related damage arising from the defective workmanship, and Salus Aviation's limitations of liability under its standard terms and conditions of sale will apply, including the exclusion of incidental and consequential loss.

Parts supplied by the customer are not covered under this warranty and any subsequent damage caused by such parts are not covered under this warranty.

Any warranty is voided retrospectively to the date of delivery of the Goods / redelivery of the Customer Goods if Salus Aviation's invoices for the relevant supply are not paid in full in accordance with Salus Aviation's standard terms of trade.

To the extent permitted by law, the warranty provided herein is exclusive and is given and accepted expressly in lieu of any other warranties, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. In addition, this warranty is expressly in lieu of any non-contractual liability for property damage, including product liability, based on either negligence or strict liability.