



Hartwell Airline Supply Company

**Product Warranty
Warranty and Liability Provisions**

GENERAL WARRANTY

Seller warrants that at the time of delivery the article(s) furnished hereunder will be free from defects in material and workmanship and will conform to the drawings and specifications. Except for latent defects, all articles furnished hereunder shall be deemed to be finally accepted by Buyer unless Seller receives notice of rejection within a reasonable time, but no later than 90 days after the receipt of article(s) by Buyer. As to latent defects, Buyer may reject articles within 24 months after date of shipment. If seller elects to repair or replace a defective or non-conforming Part, Seller's warranty for said article shall be limited to the unused portion of the original warranty. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

WARRANTY PROVISIONS

There should be no Continuing Warranty by Seller for defects attributable in whole or in part to normal wear and tear or to factors beyond Seller's control, including but not limited to Buyer's design, failure of Buyer or its customers to properly preserve, store, install, operate, or maintain parts made by Seller or the end item in which parts are installed. Seller also denies liability for any failure or deterioration of parts attributed to extended storage under conditions of excessive temperature or humidity and for any malfunction or design deficiency occurring in other systems or installation that would in turn affect the performance of the part. Seller further denies liability for performance of the parts under the Continuing Warranty provision where abnormal environmental and/or operating condition is encountered by the aircraft (or Buyer's end item) or if the item is altered in any way by anyone other than Seller.

SELLERS LIABILITY

Seller's liability for defective or nonconforming articles is limited to the repair or replacement with surface shipping charges in the Continental United States to be paid by Seller, or refund of the purchases prices as Seller may elect. Defective or nonconforming articles shall not be returned to Seller without Seller's prior written permission. **UNDER NO CIRCUMSTANCES SHALL SELLER BE OBLIGATED FOR CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, LOSSES OR EXPENSES IN CONNECTION WITH OR BY REASON OF ANY BREACH. SELLER'S LIABILITY HEREUNDER SHALL IN ANY EVENT BE LIMITED TO THE PURCHASE PRICE OF THE ARTICLES. THE REMEDIES EXPRESSED HEREIN ARE EXCLUSIVE.** Claims for defective or nonconforming articles shall be in writing and submitted within the period specified in the General Warranty.