

**ABX AIR, INC. WARRANTY STATEMENT
FAA 145 REPAIR STATION ABXR001A**

ABX Air, Inc. (ABX) under this warranty statement (“Warranty Statement”) warrants its overhaul and repair services (“Services”) to be free from defects in material and workmanship for the following periods of time and/or hours of operation. Each unit will have a return to service tag affixed indicating the date that the warranty period begins.

◆ **MECHANICAL AND ELECTRICAL ACCESSORY REPAIR/OVERHAUL WARRANTY**

ABX warrants the following to be free of defects in material and workmanship, under normal use and excluding normal wear items, for the following periods:

Mechanical/Accessory overhaul – Twelve (12) months or 1,200 flight hours, whichever occurs first, from the date of shipment. This warranty covers labor and parts previously replaced by ABX at time of overhaul.

Mechanical/Accessory repairs – Six (6) months or 600 flight hours, whichever occurs first, from date of shipment. Warranty does not give full coverage on any failure during this time period, but is limited to the repair or replacement of parts and/or sub-assemblies replaced by ABX during the service action.

Electronic Components – Electronic components are tested and their function verified at the time of test. There is no way to verify the service life of an electronic component without destroying it. Therefore it is ABX’s policy to warranty only the electronic components replaced at the time of repair/overhaul.

Bench Test and Certification – On units that are only bench tested and found to be within tolerance as described by the manufacturer’s specifications, the Customer will be responsible for the bench test and recertification charges.

No Fault Found Returns – If a unit is examined by ABX under a warranty claim and found to meet all manufacturer’s test specification, the Customer will be responsible for the Bench Test and Certification and transportation charges.

◆ **LANDING GEAR OVERHAUL WARRANTY**

Thirty-six (36) months on labor and parts used in the overhaul. Twelve (12) months on external leakage.

◆ **SHEET METAL AND COMPOSITE REPAIR WARRANTY**

Thirty-six (36) months on labor and parts used in the repair.

◆ **INSTRUCTIONS, EXCEPTIONS AND EXCLUSIONS**

Notice of any claim under this Warranty Statement must be presented to ABX before the warranty expiration date and within ten (10) days of the date of discovery. The warranty claim must include the Customer PO/RO number, the ABX RMA number, the part number, serial number, detailed reason for claim, aircraft number removed from, date unit installed, date unit removed, time and cycles on the unit, and a reasonable turn around time requested. The Customer will return the Equipment freight prepaid to ABX for warranty consideration. ABX will return the Equipment 2nd day ground prepaid if the warranty claim is accepted. If the warranty claim is denied, or the Customer requests a different mode for return of the Equipment, then all the shipping expenses will be charged to the Customer. A new warranty period is not established for the repaired or replaced Equipment. Such Equipment will retain the remaining warranty of the original overhaul/repair warranty. Equipment that has been subjected to misuse, neglect or contamination, damaged by accident, rendered defective by improper storage, installation, removal, operation or maintenance by a place other than ABX’s facility, are not covered by any warranty. ABX shall not be responsible for equipment removal, examination, reinstallation, or transportation performed by the Customer or any other person or entity. ABX shall not be responsible for managing Customer’s warranty programs or catching missed claims. It is expressly understood and agreed that ABX, its officers, employees or agents shall not be liable to Customer, whether by way of indemnification, contribution or otherwise, for consequential, incidental, exemplary or punitive damages, or economical loss of any nature whether arising out of, or relating to this Warranty Statement and the Services. The warranties contained herein and ABX’s liability for the performance of Services are expressly in lieu of, and Customer hereby waives, any and all other warranties, agreements, guarantees, conditions, duties, obligations or liabilities, express or implied, arising by operation of law or otherwise (including, without limitation, the warranties of merchantability or fitness for use and implied warranty arising by usage or course of dealing) with respect to the quality of ABX’s performance of Services. Except as expressly provided under this Warranty, Customer hereby waives and releases ABX from any other obligation or liability arising out of any claimed defect in any product or Service provided hereunder, whether in contract, tort or any other form of action. The total damages that Customer may be entitled to recover against ABX in the event of a breach of the foregoing warranties by ABX shall not exceed the reasonable costs incurred by Customer in performing or having performed the warranty work.