

AIRCRAFT ENGINE PART AND  
COMPONENT WARRANTY

Combustion Technologies, Inc. warrants each aircraft engine part or component manufactured or rebuilt by Combustion Technologies, Inc. or furnished by Combustion Technologies, Inc. as a replacement part or component as follows:

1. For a period of twelve months from its date of first operation, which date of first operation may not occur later than twelve months after the date the part or component is purchased from Combustion Technologies, Inc., as established by proof of purchase satisfactory to Combustion Technologies, Inc., or for a period of 480 hours of operation, whichever occurs first, Combustion Technologies, Inc., will at its option repair or replace on an exchange basis any part or component manufactured or rebuilt by it which, within the applicable twelve month or 480 hour period, is returned to Combustion Technologies, Inc., and which, upon examination, is found to the satisfaction of Combustion Technologies, Inc., to be defective in material or workmanship.
2. Combustion Technologies, Inc. does not assume any responsibility for any labor costs in connection with the repair or replacement of any part or component under this warranty.
3. Repair or replacement of any part or component under this warranty will not extend the period of warranty coverage set forth above.
4. Combustion Technologies, Inc. will not assume any responsibility for transportation costs in connection with the repair or replacement of any part or component under this warranty, except in an amount specified by Combustion Technologies, Inc., when such transportation has been expressly authorized by Combustion Technologies, Inc., the part or component has been shipped prepaid to Combustion Technologies, Inc., and the part or component is found to the satisfaction of Combustion Technologies, Inc., to be defective in material or workmanship.
5. This warranty does not apply to any part or component manufactured, rebuilt or supplied by Combustion Technologies, Inc., which has been subject to misuse, neglect or accident or which has been installed, repaired, maintained, or altered in any way that in the judgment of Combustion Technologies, Inc., has adversely affected the condition of the part or component or the engine in which it was installed or which was installed in an engine that has been operated beyond factory recommendations (such as, but not limited to, RPM, temperature, manifold pressure, fuel flow, and proper system adjustment).
6. Combustion Technologies, Inc. reserves the right to change any part or component specifications or prices without incurring any responsibility with regard to parts or components previously sold or replaced.
7. Combustion Technologies, Inc., accepts no responsibility for the failure of any part which it does not manufacture or supply. The use of FAA-PMA replacement parts will not affect the warranty on any Combustion Technologies, Inc., parts. Combustion Technologies, Inc., will not defend product liability or tort claims arising out of the failure to any part not manufactured by Combustion Technologies, Inc..
8. Combustion Technologies, Inc., may change the construction of parts and components at any time without incurring any obligation to incorporate such alterations in parts and components previously sold.
9. **THE SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT AS SPECIFIED ELSEWHERE IN THIS DOCUMENT. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED OR STATUTORY, WHETHER WRITTEN OR ORAL. EXPRESSLY EXCLUDED BY THIS LIMITED WARRANTY IS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY IMPLIED, WARRANTY ARISING FROM ANY COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE. THIS WARRANTY ALSO IS IN LIEU OF ANY OTHER OBLIGATION, LIABILITY, RIGHT OR CLAIM, WHETHER IN CONTRACT OR IN TORT, INCLUDING ANY RIGHT IN STRICT LIABILITY IN TORT OR ANY RIGHT ARISING FROM NEGLIGENCE ON THE PART OF COMBUSTION TECHNOLOGIES, INC. COMBUSTION TECHNOLOGIES, INC.'S LIABILITY ON SUCH CLAIMS SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE PART OR COMPONENT WHICH GIVES RISE TO THE CLAIM. IN NO EVENT WILL COMBUSTION TECHNOLOGIES, INC. BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE PART OR COMPONENT, OR COST OF REPLACEMENT OTHER THAN AS ALLOWED HEREIN. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**
10. No person is authorized to give any other warranty or to assume any additional obligation or liability on behalf of Combustion Technologies, Inc.