



Avenir Aviation LLC
FAA Repair Station 8AVR479B. EASA.145.6354

Warranty Policy

Avenir Aviation LLC warrants its overhaul and repair services on aircraft accessory and airframe components and parts to be free from defects in workmanship and newly installed materials, provided that the unit has not been subject to accident, abuse, misuse, alteration, repair, or remanufacture after the original date of shipment to the customer. Warranty is also applicable only when the unit has been operated in accordance with the manufacturer's recommendations and the original Avenir Aviation identification tag is installed on the repaired/overhauled component or part.

DEFINITION: "Defects," as the herein, means a failure on the part of Avenir Aviation LLC to conform to accepted industry practice as prescribed by applicable FAA regulation, manufacturer's specifications, and the contract specifications.

MATERIAL: Avenir Aviation LLC hereby gives to customer insofar as Avenir Aviation LLC or customer is entitled, the benefits under parts warranties which may exist in favor of Avenir Aviation LLC or customer by manufacturers, and will process warranty claims with manufacturers on customers' behalf. Any allowance given by manufacturers on warranty claims will be credited to customer's account promptly. The foregoing constitutes Avenir Aviation LLC sole obligation and customer's sole remedy against Avenir Aviation LLC on account of any spare parts supplied to customer in connection with overhaul and repair services performed on units.

EXTENT OF WARRANTY OBLIGATION: The obligation of Avenir Aviation LLC under this warranty is only effective when the following terms and conditions are met:

1. **Overhauled Units:**

Avenir Aviation LLC warrants its overhaul services for a period of twenty four (24) months from the date of shipment from Avenir premises provided that all of the conditions and limitations listed in first paragraph above are met.

2. **Repaired Units:**

Avenir Aviation LLC warrants its repair services only to the extent of the repair performed, for a period of eighteen (18) months from the date of shipment from Avenir Premises. provided that all of the conditions and limitations listed in first paragraph above are met.

3. **Bench Test and/or Recertification:**

Bench Test and/or Recertification will not be covered by any warranty.

WARRANTY PROCEDURE AND CONDITIONS:

Customer shall deliver a written claim arising during the warranty period to Avenir Aviation LLC within thirty (30) days following discovery of the claim defect and prior to the end of the warranty period, and must include details of the failure, time since last installation, total time since last repair or overhaul, and action request to be taken, otherwise the warranty claim could be refused or delayed.

Eligibility of unit for warranty coverage is subject to Avenir Aviation LLC determination: (a) that the unit has not been subject to accident, abuse, misuse, alteration, repair, or remanufacture and that the unit has been operated in accordance with the manufacturer's recommendations; and (b) that the Avenir Aviation LLC seal(s), placard(s), and label(s) on the unit remains intact and has not been broken or tampered with.

Components received for warranty and found to be within OEM specifications, will be recertified as inspected and the work will be charged to the customer.

All the shipping charges, removal and/or installation charges, or other related charges will be the sole responsibility of the customer.



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WARRANTY LIMITATION:

Avenir Aviation LLC expressly warrants its overhaul and repair services in accordance with the foregoing provisions, provided however, that Avenir Aviation LLC's liability shall be strictly limited to Avenir Aviation LLC repair or replacement of the units repaired or overhauled by Avenir Aviation LLC and damaged as a result of such defect in Avenir Aviation LLC workmanship. THIS WARRANTY IS IN LIEU OF, AND CUSTOMER WAIVES ALL OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY MAY NOT BE EXTENDED OR ALTERED EXCEPT IN WRITTEN BY A DULY AUTHORIZED AGENT OF AVENIR AVIATION LLC.

LIMITATION OF LIABILITY:

The sole exclusive remedies of customer are those specifically set forth herein. Avenir Aviation LLC's maximum liability for any and all claims arising directly or indirectly from the performance of its obligations under any Agreement with Customer, including this Warranty, whether resulting from breach of contract, breach of warranty, tort, products liability, negligence or otherwise, shall not exceed the aggregate purchase price of the particular goods and services which are the subject of the claim. UNDER NO CIRCUMSTANCES SHALL AVENIR AVIATION LLC BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR LOSS OF BUSINESS OR PROFIT OR ANY OTHER ECONOMIC LOSS, OR ANY INCIDENTAL, EXEMPLARY, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF AVENIR AVIATION LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Anselmo Muskus
CEO



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