



STATEMENT OF WARRANTY

As a licensed FAA Repair Station Cobalt Aero Services (“Cobalt”) will warrant all repaired or overhauled parts to the extent and under the conditions set forth in this Statement of Warranty, which is the exclusive statement of Cobalt’s obligations and customer’s rights in respect of warranty matter and the customer’s remedies.

Repairs: Cobalt will warrant its repairs for a period of 12-months from the date Cobalt issues FAA Form 8130-3, Airworthiness Approval Tag. Cobalt will make all necessary repairs to any Cobalt repaired part that is found defective due to Cobalt’s workmanship.

Overhauls: Cobalt will warrant its overhauls for a period of 24-months from the date Cobalt issues FAA Form 8130-3, Airworthiness Approval Tag. Cobalt will make all necessary repairs to any Cobalt overhauled part that is found defective due to Cobalt’s workmanship.

Cobalt’s warranty does not cover damage due to Acts of God, excessive-stress, fire, erosion, mistreatment or incorrect installation, failure to lubricate or service properly, improper handling or caused during shipment.

Cobalt’s sole and exclusive liability under the warranty set forth herein and Customer’s sole and exclusive remedy for breach of such warranty shall be to replace or repair, at Cobalt’s election, the part in question.

Cobalt’s obligations in respect to this warranty are expressly subject to the conditions precedent that (i) the defect has become apparent within the relevant Warranty Period, (ii) the Customer has made a warranty claim within thirty (30) days of the claimed defect having become apparent along with reasonable proof that the claimed defect is a matter caused by Cobalt’s breach of warranty, and (iii) the Customer, at it’s arrangement and expense, has delivered the part in question to Cobalt within sixty (60) days of the claimed defect becoming apparent.

Cobalt’s warranty obligations are further subject to the conditions that (i) the warranted part has been operated under an approved FAA or foreign equivalent operations program and has not been subject to misuse (including improper storage), neglect or accident, (ii) the warranted part has not been overhauled, altered, or repaired since its overhaul or repair by Cobalt and (iii) the part in question has been maintained in accordance with an FAA approved or foreign equivalent maintenance manual. In addition, the Cobalt identification tag on the repaired or overhauled part shall not have been removed or altered in any way.

The foregoing warranty is exclusive and other than as expressed or implied, including warranties or merchantability and/or fitness for intended use. Cobalt shall have no obligations or liability, whether arising in contract (including warranty), tort (including loss of use, revenue, or profit) or for direct or incidental, consequential, special or exemplary damages with respect to any breach of the foregoing warranties of any nonconformance or defect in any service or in any part or other material, component, accessory, equipment or product provided or delivered by Cobalt to the customer.

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