



AVMATS LIMITED PAINT WARRANTY

AVMATS warrants that it has performed its paint work in accordance with the manufacturer's requirements and specifications and warrants its paint work shall be free from defects in workmanship under normal operating conditions for a period of 300 hours of operation or twelve months (365 calendar days) from the date of the return to service entry, whichever occurs first. The Warranty includes parts and labor charges for repair and/or replacement of the paint finish containing a defect in workmanship. Customer is responsible for all other costs, including delivery of the aircraft, flight control or parts requiring warranty evaluation to AVMATS facility, including but not limited to, removal of the flight control or parts, shipping, redelivery, insurance and handling fees.

LIMITED WARRANTY TERMS & CONDITIONS

- a. Customer must notify AVMATS by prompt written notice upon the discovery of any alleged defect in workmanship prior to the expiration of the Warranty. The Customer shall send written notice detailing the Warranty claim to the AVMATS point of contact (POC) who coordinated the Work, or AVMATS Director of Maintenance for warranty claim evaluation and disposition of the Work either via e-mail, via Fax (636) 532-3579, or mail to 18377 Edison Avenue, Chesterfield, Missouri 63005. Customer may, in addition to written notice, also contact the AVMATS point of contact (POC) who coordinated the Work, or AVMATS Director of Maintenance via telephone to initiate AVMATS response to the claim. AVMATS main telephone number is (636) 532-2674. AVMATS will promptly coordinate with Customer to respond to the Warranty claim.
- b. Warranty does not apply if: the aircraft paint finish alleged to be defective has not been maintained and operated by the Customer, pilots or agents in accordance with the current manufacturer's maintenance manual, Pilots Operating Handbook, Flight Manual or other applicable maintenance information; has been repaired or altered by any firm, person or entity other than AVMATS or an authorized agent of AVMATS; has been subjected to misuse, neglect, accident or other damage.
- c. Aircraft paint finish replaced, or re-performed under this Warranty shall not extend the original warranty period set forth above. This Warranty extends only for work performed by AVMATS on the Customer's aircraft.
- d. AVMATS shall use the Customer specified or supplied paint finish color for either refinishing less than complete replacement (touch-up) or complete replacement of the base finish coat (Base), or color(s) used in contrast to the Base (Accents). However, due to age, fading, environmental, and other operational exposures to the Base and Accent(s) over time, and irregularities in coloration, consistency, and batch differences of the paint finish used for the touch-up or replacement of the Base or Accent(s), AVMATS does not guarantee that any touch-up or replacement of the Base or Accent(s) will match the previous Base or Accent(s) on the aircraft.
- e. NO OTHER WARRANTY, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE WITH RESPECT TO THE SERVICES PERFORMED OR THE PARTS SOLD BY AVMATS. AVMATS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOST PROFITS, OR BUSINESS EXPECTANCY) ARISING OUT OF THE USE, OR INCAPABILITY OF USE, OF SERVICES PERFORMED OR PARTS PROVIDED BY AVMATS. AVMATS AGGREGATE LIABILITY UNDER THIS LIMITED WARRANTY, WHETHER ARISING IN CONTRACT OR TORT, SHALL NOT EXCEED THE COST OF SERVICES PERFORMED OR THE PARTS SOLD BY AVMATS. THIS WARRANTY IS CUSTOMERS SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS. THIS WARRANTY IS LIMITED TO THE TERM OF THE EXPRESS WARRANTY ABOVE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.