



Tornado Alley Turbo, Inc. Post Warranty Replacement Parts In Support of TAT Systems - - Warranty

This Warranty applies to parts sold and supplied by Tornado Alley Turbo, Inc. (TAT) to any customer as post warranty period replacement parts for any turbonormalizing system manufactured by TAT and installed upon an aircraft under an STC owned or licensed by TAT.

- 1.** For parts substantially manufactured by TAT: Those parts are warranted for a period of twenty four (24) months from the warranty activation date for such parts. The scope of this warranty is limited to repair, exchange, or replacement of parts, or if feasible, components of parts, that are, upon inspection, found to be defective in material or workmanship and includes the appropriate labor charges required to complete that repair. Such repair, exchange, or replacement, in order to be covered, must be accomplished by TAT, or a maintenance facility approved in writing in advance by TAT. In the case of Cirrus aircraft, this includes all Cirrus approved Service Centers. The warranty activation date is deemed to be 10 days after the parts are shipped from TAT, unless other arrangements are agreed to in writing. Examples of parts considered to be substantially manufactured by TAT include exhaust manifolds, tail pipes, baffle components, supporting structure for those parts, and fuel pumps whose internal components are manufactured by TAT. NOTE: Parts supplied as replacement parts during the original warranty period do not extend the original warranty period.
- 2.** For parts supplied by TAT that are not substantially manufactured by TAT, those parts only carry the warranty of the primary manufacturer of those parts. Parts covered under this paragraph, include, as examples, turbochargers, wastegates, manifold pressure controllers, pressure relief valves, starter drives, starter motors, fuel pumps with original components, and similar parts substantially manufactured by other vendors.
- 3.** TAT does not assume any responsibility for the repair or replacement of the engine, the airframe, or accessories or components thereof, other than those components manufactured or supplied by TAT, and then only to the extent described in paragraph 1 & 2, above.
- 4.** TAT will pay for reasonable labor costs associated with repairs or replacements of parts described in paragraph 1 above, under this warranty, and for "troubleshooting" costs associated with identifying the need for such repairs or replacements, but only with prior notice and when coordinated through TAT or an agent designated by it for that purpose. The amount of "troubleshooting" costs allowed will be the reasonable costs under the circumstances of identifying the need for repairs or replacements of specific parts, but in no event will the "troubleshooting" costs that are allowed exceed twenty percent (20%) of the labor costs associated with such repairs or replacements authorized by TAT, after the defective part, material or workmanship has been clearly identified. No "troubleshooting" cost allowance will be made where the need for repairs or replacement is identified in the course of overhaul, routine maintenance, routine inspections, or on the basis of an obvious defect. TAT will not pay any labor costs associated with parts described in paragraph 2, above.
- 5.** Repair or replacement of any part under this warranty will not extend the period of warranty coverage set forth above in paragraph 1.
- 6.** TAT does not assume any responsibility for transportation costs in connection with the repair or replacement of any part under this warranty, except when such transportation has been expressly authorized by TAT, or when the part has been shipped prepaid to TAT or the repair facility designated by TAT, and the part is found to the satisfaction of TAT to be defective in material or workmanship.
- 7.** This warranty applies only to TAT parts manufactured or supplied by TAT and only when associated parts are certified components and parts manufactured pursuant to an FAA Production Type Certificate or Parts Manufacturer Approval have been used. Nothing contained herein should be construed as a warranty by TAT of any part not manufactured or supplied by TAT. TAT accepts no responsibility for the failure of any part which it does not manufacture or supply. Note: The use of other FAA-PMA replacement parts, which comply with the requirements of the relevant TAT Instructions for Continued Airworthiness (ICAs) and which are used in lieu of original components from an OEM manufactured pursuant to a production certificate, will not affect the warranty on any TAT parts supplied under this warranty.
- 8.** This warranty only applies to TAT parts used in conjunction with aircraft and engines upon which the inspection, maintenance and operation instructions and recommendations contained in the appropriate operator's manual, ICAs, and applicable service bulletins have been adhered to and complied with. Timely performance of recommended inspections and maintenance must be contemporaneously documented at the time of service by appropriate logbook entries and a true and legible copy of the aircraft engine logbook must accompany any TAT part being returned for warranty consideration. In addition, on request, the customer will promptly produce the original of any engine logbook at the offices of TAT for inspection, and provide a complete and useable electronic copy of the engine

operating history from the installed data recording devices.

9. This warranty does not apply to any system or part manufactured or supplied by TAT which has been subject to misuse, neglect or accident or which has been installed, repaired, maintained, or altered in any way that in the reasonable judgment of TAT has adversely affected the condition of the system or part, or which has been operated beyond, below, above, or outside of recommendations (such as, but not limited to, RPM, temperature, fuel flow, oil pressure, and proper system adjustment) or instructions found in the approved flight manual supplement, ICAs, or Service Bulletins applicable to the system or parts.

10. This warranty will not include any allowance or charge for troubleshooting or parts and labor, for any aircraft that has had any alteration to the aircraft engine, its accessories, its fuel, or cooling systems since the TAT system or part was installed, without prior written approval from TAT of the alteration, which approval will not be unreasonably or arbitrarily withheld by TAT.

11. The provisions of this warranty do not apply to normal maintenance service (such as turbonormalizing system tune-ups, adjustments, inspections, etc.) which shall always remain the responsibility of the aircraft owner or operator. The provisions of this warranty do not apply to any items designed to wear as a part of normal operation if those items are not properly installed, aligned, and maintained.

12. The obligation of TAT to pay for any warranty claim is contingent upon the owner/operator's participation in TAT's "Engine Operation Monitoring" (EOM) program. The TAT EOM program requires the owner/operator to accomplish the following:

A) Submit oil samples for routine wear metal analysis to a qualified laboratory at 25 to 50 hour intervals during the first four oil change intervals and maintain a copy of the results of such oil analysis as part of the aircraft maintenance records. Notify TAT of any unusual or excessive wear metal findings before the subsequent oil change interval;

B) Supply a current, complete, and useable copy of the stored electronic data to TAT at the time of the first annual inspection after installation of the part;

C) Supply a current, complete, and useable copy of the stored electronic data to TAT at the time of any warranty claim;

D) Operate the engine in accordance with the recommendations in the approved flight manual supplement, ICAs, and Service Bulletins.

13. Any dispute arising under this warranty will be resolved by binding arbitration, which shall take place only in the state of Oklahoma, unless the parties agree otherwise. The arbitration shall be done by a panel of three persons, at least one of which shall be an attorney, who holds a pilot's certificate with a current medical and at least one of the arbitrators shall be a mechanic, with A & P and/or Inspection Authority. Each side to the dispute shall be responsible for the payment of their own costs and attorney fees, and for 1/2 of the cost of the arbitrators, regardless of the outcome of the dispute.

14. TAT reserves the right to change any product, system, component of any system, or part specification or prices without incurring any responsibility with regard to systems, components, or parts previously sold or replaced.

15. This warranty may be transferred to a subsequent owner of the aircraft, providing that owner agrees to be bound by the terms of this agreement.

16. THE SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY IS LIMITED TO REPAIR, EXCHANGE, OR REPLACEMENT AS SPECIFIED ABOVE. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. SPECIFICALLY, BUT WITHOUT LIMITATION, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL TAT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY DEFECT IN ANY TURBONORMALIZING SYSTEM OR PART TO OPERATE PROPERLY, OR ARISING OUT OF ANY BREACH OF THE WARRANTY MADE HEREIN.

No person is authorized to give any other warranty or to assume any additional obligation or liability on behalf of TAT, without its express written approval.

Tornado Alley Turbo, Inc.



Tim Roehl, President

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