



COMMERCIAL WARRANTY NEW CERTIFIED FUEL SYSTEMS

AVSTAR FUEL SYSTEMS, INC ("AVStar") warrants its newly built, certified fuel systems to be free from defects in materials and workmanship and that it conforms to the AVStar specifications and engineering to which it was designed and manufactured. This warranty shall remain in effect for a period of twenty-four (24) months from the date of shipment from AVStar's manufacturing facility or 1000 engine operating hours, whichever occurs first.

This warranty does not apply, nor will it be extended, to any part or component part which has been determined through investigation by AVStar to have acquired damage as a result of misuse, abuse, neglect, improper storage or handling, faulty installation or maintenance, inappropriate filtration, or repair attempt by any party other than AVStar authorized personnel. This warranty does not apply to any other component of the aircraft power plant which is not a product of AVStar.

This warranty does not include any labor charges, including labor charges for repair, disassembly, re-assembly, inspection, re-inspection, test or re-test of the fuel system or component part thereof. There will be no labor charged to the original purchaser by AVStar to repair a product or component covered by this warranty.

As a result of the wide variety of configurations and applications, this fuel system may require flow modification for enhanced performance. There will be a flow modification charge if a custom setting or calibration is requested.

Any product returned for claimed defect or nonconformance must be accompanied by a written notice and received by AVStar within thirty (30) days after the defect is first discovered. Upon receipt of said written notice, AVStar shall, at its sole option:

- (a) Repair at its manufacturing facility the defective or non-conforming unit,
- (b) Replace from its inventory the defective or non-conforming unit or component part, or
- (c) Issue a credit to the original purchaser for the amount of the then current applicable net price for the subject unit or component part.

Transportation charges:

- (a) Return of any unit or component part thereof to AVStar shall be prepaid by the sender.
- (b) A product that is found to be defective will be returned to the sender at AVStar's expense.
- (c) All transportation charges will be at the customer's expense for any unit returned for warranty service and found to be defect free.

Warranty and Liability:

Unauthorized parts used in any AVStar product constitutes an alteration or specification deviation and voids all warranties and AVStar will accept no warranty or tort liability for units that contain unauthorized parts. The unit owner and/or facility responsible for the installation and use of unauthorized parts carry the sole and full liability for all property damage or injury, including death, stemming from any malfunction of the unit in which unauthorized parts are installed.

The use of non-aviation grade fuel voids all warranties.

This warranty defines the sole warranty obligation of AVStar in regards to its products and is in lieu of and excludes all other warranties, expressed or implied, including the implied warranties of salability and use for a specific purpose and in no matter shall AVStar be held liable for any incidental damages other than the transportation charges covered by this warranty or for any consequential or special damages of any kind.

WARNING:

The use of unauthorized parts in any unit can cause product malfunctions which could result in damage or destruction of equipment and injury or death of personnel. Use only AVStar replacement parts as specified in the Illustrated Parts List (available directly from AVStar).