



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.

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 AVStar's manufacturing facility the defective or non-conforming unit,
- (b) Repair at an AVStar Product Support Sales and Service Center,
 - 1) Please contact Warranty Administrator at AVStar for the most recent service center contact information.
- (c) Replace from its inventory the defective or non-conforming unit or component part (less than 25 operating hours to be eligible)

Contact Information:
AVStar Fuel Systems, Inc.
1365 Park Lane South
Jupiter, FL 33458
P: 561-575-1560; F: 561-575-0795
warranty@avstardirect.com

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.

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 customer setting or calibration is requested.

Limitation of 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.

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.

The use of fuels not approved by the engine manufacturer, voids all warranties.

THIS WARRANTY DEFINES THE SOLE WARRANTY OBLIGATION OF AVSTAR IN REGARDS TO ITS PRODUCTS AND IS GIVEN AND ACCEPTED IN LIEU OF (1) ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE; AND (2) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR IN TORT, INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW AND PURCHASER HEREBY WAIVES SUCH RIGHTS AND CLAIMS.

THIS WARRANTY IS THE ONLY WARRANTY MADE BY AVSTAR. THE PURCHASER'S SOLE REMEDY FOR A BREACH OF THIS WARRANTY OR ANY DEFECT IN A PART IS THE REPAIR OR REPLACEMENT OF PARTS AND REIMBURSEMENT OF REASONABLE TRANSPORTATION CHARGES AS PROVIDED HEREIN. IN NO MATTER WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE WILL AVSTAR BE HELD LIABLE FOR ANY INCIDENTAL CHARGES OTHER THAN THE ABOVE-REFERENCED TRANSPORTATION CHARGES OR FOR ANY PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COSTS OF REMOVAL AND REPLACEMENT OF THE PRODUCT(S), LOSS OF ASSOCIATED EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWN TIME, OR COSTS OR CLAIMS OF THIRD PARTIES FOR SUCH DAMAGES OR EXPENSES. SELLER MAKES NO WARRANTY AND DISCLAIMS ALL LIABILITY WITH RESPECT TO COMPONENTS OR PARTS DAMAGED BY, OR WORN DUE TO, CORROSION.

NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANIZATION, INCLUDING DISTRIBUTORS OF AVSTAR'S PRODUCTS MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND AVSTAR. NO AGREEMENT VARYING THE TERMS OF THIS WARRANTY OR AVSTAR'S OBLIGATIONS UNDER IT IS BINDING UPON AVSTAR UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF AVSTAR.

All legal actions based upon any claims or disputes pertaining to or involving this warranty including, but not limited to, AVStar's denial of any claim or portion thereof under this warranty, must be filed in the courts of general jurisdiction of Palm Beach County, Florida or in the United States District Court for the Southern District of Florida. In the event that Purchaser files such an action in either of the court systems identified above, and a final judgment in AVStar's favor is rendered by such court, then Purchaser shall indemnify AVStar for all costs, expenses and attorneys' fees incurred by AVStar in defense of such claims. In the event Purchaser files such legal action in a court other than those specified, and AVStar successfully obtains dismissal of that action or transfer thereof to the above described court systems, the Purchaser shall indemnify AVStar for all costs, expenses and attorneys' fees incurred by AVStar in obtaining such dismissal or transfer.

Any invalidity of a provision of this Warranty shall not affect any other provision, and in the event of a judicial finding of invalidity, this Warranty shall remain in force in all other respects.

WARNING:

The use of unauthorized parts in any unit can cause product malfunction 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).

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