

Warranty

New Products

Subject to the conditions and limitations set forth below, Seller warrants that the new products sold hereunder shall be free from defects in material or workmanship under normal use and service for a period of two (2) years from date of installation of the product on the aircraft, provided that the product is installed on the aircraft within two (2) years from the date of manufacture.

Overhauled Products

Subject to the conditions and limitations set forth below, Seller warrants that each Seller-overhauled product shall be free from defects in material or workmanship under normal use and service for a period of one (1) year from date of installation of the product on the aircraft, provided that the product is installed on the aircraft within two (2) years from the date of overhaul by the Seller.

NOTE: THIS WARRANTY DOES NOT APPLY TO BRAKE DISCS AND BRAKE LININGS, FOR WHICH THE SELLER GIVES NO WARRANTY, EXPRESSED OR IMPLIED.

Conditions, Limitations, and Exclusions

The warranties stated above are valid if, and only if, the following conditions are met: (1) the product shall be installed into the aircraft within 24 months of the date of product manufacture; (2) installation, maintenance and operation of the product shall have been in accordance with the specifications and instructions provided by Seller; (3) the written warranty claim, with all requested information properly supplied, has been returned to Seller within 30 days of the date of removal of the malfunctioning product from the aircraft, but in all events within the applicable warranty period specified above; and (4) no substitute parts shall be installed in the product without the prior written authorization of Seller.

The sole responsibility and liability of Seller and exclusive remedy under any claim arising out of, connected with, or resulting from, this sale or the performance or breach of any condition or warranty thereunder, or from the manufacture, delivery, or use of the products shall be the repair of, replacement, or credit of the original purchase price of the defective product at Seller's option.

Any claims under this warranty should be made through an authorized distributor for Seller, freight prepaid, to Parker Hannifin Corporation, Aircraft Wheel & Brake Division, 1160 Center Road, Avon, Ohio 44011.

The warranty shall not apply to any product(s) which shall have been disassembled, repaired, or altered outside the Seller's Service Department unless express prior written authorization was granted; nor shall this warranty apply to any product that has been subjected to misuse or accident or damage to the product(s) after the date of shipment from Seller's facility.

LIIMITATIONS OF REMEDY: SELLER'S LIABILITY ARISING FROM OR RELATED TO THE ITEMS SOLD OR ON THE CONTRACT WHICH THE ITEM IS SOLD SHALL BE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF THE ITEM SOLD, OR REFUND OF THE ORIGINAL PURCHASE PRICE PAID BY BUYER, AT SELLER'S SOLE OPTION.

IN NO EVENT, WHETHER AS A RESULT OF A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES OR EXPENSES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFIT, GOODWILL, OR REVENUES, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWNTIME, COSTS ASSOCIATED WITH PRODUCT REMOVAL OR REPLACEMENT, OR COSTS OR CLAIMS OF THIRD PARTIES FOR SUCH DAMAGES OR EXPENSES.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES WHETHER WRITTEN, ORAL OR IMPLIED OR STATUTORY, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

Acceptance of this product shall constitute acknowledgement and acceptance of the terms, provisions, limitations and exclusions set forth herein. Such terms, limitations and exclusions shall not be modified, deleted or supplemented except by an express written acknowledgement of Parker Hannifin Corporation, Aircraft Wheel & Brake Division.

IMPORTANT NOTE: Use of other manufacturer's components with original Aircraft Wheel & Brake Division assemblies will void the warranty.