

Kelly Aerospace Energy Systems Warranty Policy



Limited Warranty Policy

Kelly Aerospace Energy Systems (KAES) warrants that all new, rebuilt or overhauled products (or minor revision derivatives thereof), sold by Kelly Aerospace Energy Systems, Montgomery Alabama, shall be free from defects in material and workmanship under normal use and service for a period of ONE YEAR ON ALL NEW COMPONENTS and SIX MONTHS ON ALL OVERHAULED COMPONENTS.

The warranty period begins (unless otherwise noted) from the date of installation into the aircraft if, and only if, the following conditions are met:

1. The unit and warranty claim, with all requested information properly supplied has been returned to any authorized KAES distributor. International Customers may utilize a KAES Authorized Service Center or a KAES Distributor. Units must be returned within 30 days of the product failure date. Units must not be disassembled and in their "as removed" condition.
2. No substitute parts shall have been installed in the product without prior authorization of KAES, Montgomery, Alabama.
3. The product shall not have been disassembled, repaired, or altered outside of KAES approved facilities unless express prior authorization was granted in writing.
4. The product shall not have been subject to misuse, accident, or improper installation unless proof is submitted to the satisfaction of KAES that such abuse was not a cause for the claimed defect.
5. The duration of this Limited Warranty shall be for the unused portion of the original warranty period. Any replacement unit or repair shall not establish a new warranty period.

* Units will be activated automatically for a shelf stock warranty period and in all cases shall expire thirty-six (36) months from date of manufacture (see I.D. plate). Units held in distribution stock over thirty-six (36) months can be returned to the factory for complete testing, recertification, new warranty, and new packaging for a nominal charge.

Limitations & Exclusions:

1. The sole responsibility and liability of KAES and your exclusive remedy under this claim arising out of, connected with, or resulting from, this sale or the performance or breach of any condition or warranty there under, or from the manufacture, delivery, or use of the product shall be the repair of, or replacement, or credit for this defective product at KAES's option.
2. IN NO EVENT, WHETHER AS A RESULT OF A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL KAES BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PENAL DAMAGES OR EXPENSES, INCLUDING BUT NOT LIMITED TO, COSTS OF REMOVAL AND REPLACEMENT OF THE PRODUCT(S), 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, DOWN TIME, OR COSTS OR CLAIMS OF THIRD PARTIES FOR SUCH DAMAGES OR EXPENSES.

Specific Terms:

1. The foregoing warranty is exclusive and in lieu of all other warranties or remedies whether written, oral, implied, or statutory. Any and all implied warranties of merchantability, fitness for a particular purpose, course of dealing or usage of trade are hereby expressly disclaimed and excluded.
2. Acceptance of the product by you shall constitute your acknowledgment and acceptance of the terms, provisions, limitations, and exclusions set forth herein. Such terms, provisions, limitations, and exclusions shall not be modified, deleted, or supplemented except by an express written acknowledgment of KAES.