

Limited Warranty Policy

1. DEFINITIONS

- 1.1. **"VIHA"** means the affiliate of VIH Aerospace Inc. herein referred to as VIHA identified in this document.
- 1.2. **"Buyer"** means the party identified to whom an Order is addressed. In the majority of cases, "Buyer" is also known as "Customer."
- 1.3. **"Order"** means Buyer's Purchase Order (PO), which consists of:
- Buyer's delivery instructions as provided on the face of their PO,
 - Buyer's request for Goods and/or Services as listed on the face of their PO, and
 - any specifications, plans, patterns, drawings, samples and other documents or conditions as attached or incorporated onto their PO.
- 1.4. **"Goods"** means the product(s) described on the face of an Order to be supplied by VIHA to Buyer. Examples of Goods include but are not limited to Manufactured Items, and Parts Sales.
- 1.4.1. For the purpose of Warranty:
- **"Manufactured Item(s),"** VIHA considers as items manufactured and certified by VIHA's manufacturing department in accordance with Buyer's specific requirements.
 - **"Parts Sale(s),"** VIHA considers as items ordered from VIHA stock in New, Used, or As-Is condition.
- 1.5. **"Services"** means the tasks described on the face of an Order to be performed by VIHA. Examples of Services include but are not limited to On-Aircraft Work (Inspections, Painting/Refinishing, Modifications, Structural Repairs, Avionics Upgrades/Installations, etc.). Services also includes Off-Aircraft Work such as Aircraft & Avionics Component R&O.
- 1.5.1. For the purpose of Warranty:
- **"On-Aircraft Work,"** VIHA considers as MRO activities performed on a complete aircraft within VIHA's hanger facilities.
 - **"Off-Aircraft Work,"** VIHA considers as MRO activities performed on items removed from an aircraft with MRO activities performed in VIHA's component or avionics shops.

2. WARRANTY GENERAL

- 2.1. Due to the various products offered by VIHA, our warranties vary according to the Good(s) or Service(s) offered. Without limiting any warranties that may otherwise be associated with Goods and Services, VIHA warrants to Buyer that all items:
- will conform to all specifications, drawings, designs, quality control plans, and any other descriptions mutually agreed upon by VIHA and Buyer, and
 - will be free from defects in material and workmanship.

3. WARRANTY OF GOODS

3.1. Manufactured Items

- 3.1.1. Item(s) Manufactured by VIH Aerospace are 100% warranted against any defect in workmanship for Ninety (90) Days or Fifty (50) hours whichever occurs first. In case of repair to a manufactured item(s), the warranty is valid for a period of Sixty (60) Days or 25 Twenty-Five (25) hours whichever occurs first.

3.2. Part Sales

- 3.2.1. "New Part(s)" Sales provided by VIHA will normally carry the terms and conditions of the applicable OEM warranty. Should Buyer discover a defect under the terms of this Warranty Policy, VIHA at its sole discretion will endeavor to provide a replacement part as quickly as possible.
- 3.2.2. "Used Part(s)" Sales provided by VIHA are warranted for a period of thirty (30) days and prior to installation to be in a condition appropriate to the certification documentation provided by VIHA (i.e. overhauled, serviceable, inspected, repaired, etc.). Should Buyer request a part be returned to VIHA, the part shall be returned in the condition it was received and will be subject to a restocking fee as noted on VIHA's sales order quote. VIHA at its sole discretion will endeavor to find a replacement part as quickly as possible.
- 3.2.3. "As-Is Part(s)" Sales provided by VIHA are considered a final sale with no warranty provided.

4. WARRANTY OF SERVICES

4.1. On-Aircraft Work

- 4.1.1. On-Aircraft Work provided by VIHA is 100% warranted against any defect in workmanship for a period of one (1) Year or Five-Hundred (500) flight-hours whichever occurs first.

4.2. Off-Aircraft Work

- 4.2.1. Off-Aircraft Work provided by VIHA is 100% warranted against any defect in workmanship for a period of one (1) Year or Five-Hundred (500) flight-hours whichever occurs first.
- 4.2.2. Aircraft Components overhauled by VIH Aerospace are 100% warranted against any defect in workmanship for a period of one (1) Year or Five-Hundred (500) flight-hours whichever occurs first.
- 4.2.3. Aircraft Components repaired by VIH Aerospace are 100% warranted against defect in workmanship, with respect to the repair performed, for a period of Six (6) Months or Three Hundred (300) hours whichever occurs

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first. New parts sales will use the OEM warranty for those parts.

- 4.2.4. Avionic Components repaired by VIH Aerospace are 100% warranted against defect in workmanship, with respect to the repair performed, for a period of Six (6) Months or Three Hundred (300) hours whichever occurs first.
- 4.2.5. VIHA considers Avionic Components subjected to a calendar inspection maintenance schedules (ELT, Batteries, altimeters, transponders, etc.) as repair items.
- 4.2.6. Avionic Components installed by VIHA are 100% warranted against installation workmanship for a period of Six (6) Months or Three Hundred (300) hours whichever occurs first. VIHA considered failure of a "New" avionic component as a New Part sale and subjected to the Warranty considerations as outlined above (Part Sales).

5. WARRANTY TERMS AND CONDITIONS

5.1. VIHA's liability is limited to the repair or replacement, at its option, of any defective item(s), which is determined, solely in the opinion of VIHA to have been defective due to faulty workmanship by VIHA. Warranty allowances shall not exceed the net price shown on the original overhaul/repair invoice. The responsibility of VIHA under this warranty is further limited by the following conditions:

- 5.1.1. VIHA warrants our Goods and Services to be free from defects in materials or workmanship from the date of release or purchase within the applicable period as defined herein.
- 5.1.2. Defects in workmanship must be discovered before the period of warranty and VIHA must be given prompt notice in writing within 10 days of discovery of a defect.
- 5.1.3. Our Warranty Policy does not apply to cosmetic damage, such as (i) scratches, nicks, and dents; (ii) consumable parts such as batteries and standard hardware, unless product damage has occurred due to a defect in materials or workmanship; (iii) damage caused by accident, abuse, misuse, water, flood, fire, or other acts of nature or external causes.
- 5.1.4. The item(s) must have been installed, preserved, maintained and operated in accordance with manufacturer's manuals, directives, and instructions. The item(s) must not have been altered or repaired outside of VIHA's facilities. It must have been operated within the limitations and guidelines as outlined by the original agreement manual or technical

data, and must not have been subjected to misuse, neglect, accident or damage whether from the elements or otherwise.

- 5.1.5. The item(s) must be returned, at Buyer expense to VIHA's facilities after notice of failure has been given.
- 5.1.6. VIHA must be afforded the opportunity to perform corrective work at the facility of its choice.
- 5.1.7. VIHA assumes no liability for any consequential damage caused by the installation, use, or misuse of a product to any person or other component. In addition, VIHA reserves the right to refuse warranty claims against products or services that are obtained and/or used in contravention of the laws of any country.
- 5.1.8. VIHA retains the exclusive right to repair or replace (with a new or overhauled replacement product) the product or offer a full refund of the purchase price at its sole discretion. Such remedy shall be the sole and exclusive remedy for any breach of warranty.

5.2. Notwithstanding this Limited Warranty to the contrary, VIHA shall in no event be responsible for any warranty claim of any nature whatsoever, if Buyer provides to VIHA more than ten percent (10%) in dollar value of all of the parts and repairs as reflected on the original cost estimate prepared by VIHA and provided to customer. Except as otherwise set forth herein, it is expressly agreed and understood that there are no other warranties of merchantability or fitness, nor are there any affirmations of fact, guarantees, representations, commitments or promises by VIHA with reference to the workmanship performed and materials provided by VIHA.

5.3. This Warranty Policy is not assignable without written consent and is applicable only if, following delivery, the product (a) has been transported, stored, installed, operated, handled, maintained and repaired in accordance with Airworthiness Directives and the then-current recommendations of the OEM as stated in its manuals, SBs or written instructions, (b) has not been altered, modified or repaired by anyone other than VIHA; (c) has not been subjected to accident, misuse, abuse, or neglect.

6. WARRANTY POLICY CHANGES OR MODIFICATIONS

6.1. Changes or Modifications to this Warranty Policy shall not be binding unless agreed upon in writing and signed by an authorized representative of Buyer and VIHA.

7. CONFIDENTIALITY, INTELLECTUAL PROPERTY

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7.1. All technical and commercial information and ideas, which VIHA has supplied or shall supply Buyer, excluding public domain information or property in Buyer's possession in tangible form before receiving such information from VIHA ("Confidential Information"), is proprietary to VIHA and disclosed to Buyer in confidence for the limited purpose of assisting Buyer in the evaluation or use of VIHA's products. Buyer shall not, without VIHA's prior written consent, disclose or make available such Confidential Information to any other person or use such Confidential Information, except for such limited purpose. All Confidential Information shall be returned to VIHA on demand, and, in any event, when no longer needed by Buyer in connection with VIHA's products. In addition to VIHA's other remedies, Buyer agrees that any benefit or property derived by Buyer shall be the sole and exclusive property of VIHA. Sale of products to Buyer does not convey a license, implied or otherwise, under any patent, copyright, trademark or trade secret in which VIHA has an interest, nor does it convey rights to any descriptive data, including but not limited to VIHA's drawings, schematics, software, secrets, processes, or tooling.

- In addition to any non-disclosure or other agreement between Buyer and VIHA addressing the subject matter of this Warranty Policy, VIHA shall hold in trust, keep confidential and not disclose to others or use in any way any information that VIHA may acquire concerning Buyer or in connection with the Warranty, including, without limitation, data, specifications, samples, drawings, software, Order, email or other communications, and information provided to VIHA but paid for by Buyer for the execution of the Order.

7.2. It is Buyer's sole responsibility to ensure any and all data, of any type, provided to VIHA, does not infringe on any patent or Intellectual property rights.

7.3. VIHA shall return and/or destroy all confidential material provided by Buyer upon Buyer's request or termination of their Order. Where a termination of an Order has been requested and portions of the Order have been fulfilled, VIHA will only retain on file the information relevant to Goods/Services delivered to Buyer.

7.4. VIHA shall only disclose Buyer's confidential information to its employees or subcontractors on a need-to-know basis and solely in furtherance of VIHA's obligations herein. VIHA shall ensure that any recipient, including VIHA's employees, assumes obligations identical to VIHA's obligations under this clause.

7.5. Buyer obligation under this paragraph shall survive any Order termination.

8. APPLICABLE LAW

8.1. This Policy shall be governed by the laws of the Province of British Columbia, and the laws of Canada exclusive of its conflicts of law principles. Any disputes arising out of

the Policy that cannot be informally resolved shall be adjudicated in Victoria, British Columbia, Canada, in any court of competent jurisdiction. VIHA hereby irrevocably attorns to the exclusive jurisdiction of the courts of British Columbia to adjudicate any dispute arising out of this Limited Warranty Policy.

9. CONCLUSION

9.1. VIHA's Limited Warranty Policy is incorporated by reference and is available on our website at www.vihaerospace.com/warranty-policy