

Limited Warranty

1. EDAC Aero Engine Components Repair (AECR) provides a Limited Warranty on all components and assemblies that have been inspected, repaired or overhauled at our facility, against defects in workmanship for the lesser of: (a) one (1) year from the date of shipment by AECR to the Customer or (b) one thousand (1,000) hours in service from the date of installation.
 - 1.1. Defects must be discovered within the Limited Warranty period and AECR must receive written notice within ten (10) days from the date of such discovery.
 - 1.1.1. Any discrepant part identified for return under this Limited Warranty must be returned to AECR no later than 30 days after such notice is issued.
 - 1.2. Failure to submit claims or return Parts within the above specified time-frames, result in a denial of the claim.
2. AECR shall not be obligated to repair or replace any Product which is found to be defective for any reason after the above warranty period has expired.
 - 2.1. The scope of this warranty is limited to repair or replacement of Product that is, upon inspection, found to be defective in workmanship. Further, such repair or replacement, in order to be covered under this Limited Warranty, must be accomplished by AECR or another facility duly authorized in writing by AECR. This Limited Warranty does not cover any Product which has been adjusted, repaired or modified prior to returning it to AECR.
3. AECR does not assume any responsibility for the repair or replacement of any parts, items, components or any other such item, other than the Product repaired or overhauled by AECR or otherwise referred to above.
4. AECR may pay for reasonable labor costs associated with repairs or replacements under this Limited Warranty. In addition, and at its sole discretion, the amount of repair and replacement labor costs shall be the reasonable costs under the circumstances of such repair and replacement.
5. Repair or replacement of any Product under this Limited Warranty will not extend the period of warranty coverage as set forth above.
6. AECR does not assume any responsibility for transportation costs in connection with the repair or replacement for any Product under this Limited Warranty, except when such transportation has been authorized in writing by AECR. In connection with the return of any Product, the Customer shall state in writing the particular nature of any defects in the Product.
7. This Limited Warranty applies only to Product in which parts are inspected, repaired or overhauled by AECR and nothing herein shall be construed as a warranty by AECR for any part not inspected, repaired or overhauled by AECR.
8. This Limited Warranty applies only to Product on which the inspection, maintenance, and operation instructions, and recommendations contained in: (a) the appropriate owner's manual, (b) applicable service bulletins and (c) any current, applicable standards of the United States Federal Aviation Administration, have all been timely complied with. Timely performance of recommended inspections and maintenance must be documented by appropriate entries. In addition, upon request, the Customer will promptly produce the original of any such documentation to AECR for review.
9. This Limited Warranty does not apply to any Product which has been subject to misuse, neglect, accident; or which has been handled, repaired, maintained or altered in any way such that in the reasonable judgment of AECR has adversely affected the condition of the Product. This would include operating this Product beyond or below the owner's recommendations, including, but not limited to, proper system adjustment, improper protection during storage and any environmental conditions (such as weather, humidity, electrical contact, contaminants, temperature and any other conditions that could cause corrosion).

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10. This Limited Warranty will not include any allowance or charge for troubleshooting parts and labor, for any Product that has had any alteration, including but not limited to alterations to the aircraft engine, accessories and operating systems since the date the Product was installed, without prior written approval from AECR.
11. This Limited Warranty does not apply to normal maintenance service, including, without limitation, adjustments, inspections and routine service, which shall always remain the responsibility of the owner/operator.
12. The foregoing Limited Warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether expressed or implied by operation of law or otherwise including but not limited to any implied warranties of merchantability or fitness for a particular purpose.
 - 12.1. AECR shall not be liable for any incidental or consequential damages, losses or expenses directly or indirectly arising from the sale, handling or use of the Product or from any other cause relating thereto and AECR's liability, in any case, is expressly limited to the repair or replacement (at AECR's option) of Product or, at AECR's election, to the repayment or crediting of Customer with an amount equal to the purchase price of the services contracted to AECR.
13. No person is authorized to give any other warranty or to assume any additional obligation or liability on behalf of AECR, without its express written approval; such approval must be by a duly authorized representative of AECR.
14. The sale of any Product and any claims, disputes, litigation or other matters arising hereunder or in connection therewith (disputes) shall be governed by and interpreted in accordance with the substantive laws of the State of Connecticut that are applicable to contracts made and to be performed in that state, regardless of the laws that otherwise govern under or relating to the sale of any Product under applicable conflicts of laws.
 - 14.1. Except as provided herein, any disputes shall be brought and jurisdiction and venue shall be proper only in a state or federal court in Hartford, Connecticut. Notwithstanding the foregoing, at the sole discretion of AECR, any dispute relating to the sale or service of any Product shall be submitted for resolution in accordance with the American Arbitration Association in Hartford, Connecticut. Upon such dispute being submitted the arbitrators shall assume exclusive jurisdiction over the dispute and the decisions of such arbitrators shall be binding and shall be entered in any court of competent jurisdiction.