

THOMMEN AIRCRAFT EQUIPMENT AG

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CHE-112.300.343 MWST



Limited Warranty

Valid from July 1, 2017

These limited warranty terms & conditions form an integral part of standard terms and conditions. The party issuing the purchase order to Thommen Aircraft Equipment AG (hereinafter „Vendor“ or „TAE“) shall be the “Purchaser” hereinafter.

Limited Warranty

1. New products

Every product manufactured and sold by Vendor is warranted to the original purchase, to be free from defects in material and workmanship under normal use, subject to the conditions and requirements in this limited warranty form.

The product warranty period is:

New electronic products:
24 (twenty-four) months from date of invoice

For new third-party products purchased and resold by Vendor to complement a product manufactured by Vendor, the warranty terms and conditions set forth by the original manufacturer shall apply.

2. Used products

No warranty, unless otherwise agreed in writing.

3. Maintenance

The term maintenance is used for work carried out to rectify a defect (repair) or overhaul a product originally sold and manufactured by Vendor, and rectifying it to a working condition, according to Vendor’s Component Maintenance Manuals.

Every product maintained by Vendor is warranted to be free from defects in material and workmanship, under normal use, subject to the conditions and requirements in this limited warranty form.

The warranty period for maintenance work is:

6 (six) months from date of invoice.

4. Exclusions

Excluded from any warranty are:

- Bench tests and calibrations performed by Vendor, unless done in conjunction with repair work or overhauls performed by Vendor as set forth in article 3
- Defects resulting from improper storage, wear, tear, excessive loading, the use of unsuitable media, the influence of chemical or electrolytic action, aircraft incidents or accidents, misuse, mishandling, contamination, negligence, intentional / accidental damage, and any other reason beyond the control of the Vendor.
- Defects resulting from failure by Purchaser, in sole judgement of Vendor, to observe the operating, maintenance, storage, or installation instructions, or any other technical publication issued by Vendor. Vendor shall not be obliged to forward new revisions of such publications, or any additional publications such as, but not limited to, Service Bulletins or Airworthiness Directives, to Purchaser. Purchaser shall be

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responsible to regularly check Vendor's official web page, or inquire at Vendors' technical support, for new technical publications.

- Defects resulting from improper maintenance.
All maintenance must be carried out in accordance with Vendor's maintenance instructions and be performed by either Vendor or an authorized service center officially approved by Vendor, unless agreed otherwise in writing between Vendor and Purchaser.
- If the seals or leads of the product are removed or damaged by an illicit intervention, or if the product has been opened, serviced, modified or altered without written authorization by Vendor, warranty claims may be rejected at sole discretion of Vendor.
- Vendor's liability shall cease if the Purchaser or third party undertakes changes or repairs to the goods without the Vendor's written consent; likewise if the Purchaser does not take immediate steps to prevent the damage from becoming more serious when the Vendor is able to rectify the defect.
- Vendor may decline a warranty claim if the Purchaser does not provide, in the sole judgement of the Vendor, a report stating all details necessary to determine the reasons for a defect.

5. Procedure

Purchaser shall contact Vendor's customer support prior to sending in a product and claiming warranty. Purchaser's warranty claim must accompany the unit upon its return to Vendor.

It shall be the Purchaser's responsibility when returning a product for warranty work to advise:

- Date of installation
- Date of failure
- Hours of operation of the product
- The aircraft type used on and the tail sign of the aircraft the product was installed in at the time of the defect. If the product was not installed into an aircraft at the time of failure, Purchaser shall indicate the aircraft type and tail sign where the product was installed most recently
- A defect report including the circumstances during which the defect occurred
- Any other data as requested by Vendor

Vendor undertakes upon written request of the Purchaser to repair or replace at his own discretion, any parts exhibiting deficiencies due to faulty material, bad design or poor workmanship. Replaced parts shall become Vendor's property.

6. Costs and Shipping

Vendor shall bear only the costs resulting from the repair or replacement of defective parts in his own facility. If, for any reason beyond Vendor's control, such parts cannot be repaired or replaced in his own facility, all additional costs resulting shall be borne by Purchaser.

If no failure is found on a unit returned by Purchaser for warranty, the Purchaser shall be charged all costs incurred by Vendor.

Cost of transportation and any associated fees, customs fees, and taxes for shipments to Vendor and for returning to Purchaser shall be borne by Purchaser. The relevant articles of the TAE's standard terms and conditions shall apply.

All returns must be shipped prepaid to TAE packed in the original packing, or comparable packing, and shipped by safe and reliable means.