



- T53 MRO WARRANTY PROGRAM -

- A. **PURPOSE** Ozark Aeroworks, LLC (“OZARK”) issues for the warranty periods specified below, that all customer engines, modules, components, and accessories overhauled and/or repaired by OZARK will be free of defects in material and workmanship for the time periods described.
- B. **SCOPE** This warranty program addresses the following engine product lines:
 - a. Ozark T53 Engine Series
- C. **OUTLINE** This warranty document was prepared per the following outline:
 - a. OZARK T53 Engine Series
 - b. OZARK Accessories
 - c. How to obtain repairs
 - d. Additional terms and conditions
 - e. Definitions

OZARK T53 ENGINE SERIES

The following addresses coverage to customers concerning Ozark T53 services.

A. **NEW PARTS**

Embodiment Warranty

- i. Anyone who purchases a new T53 part in which OZARK embodies said part is entitled to coverage under the limited warranty. OZARK will submit a warranty claim (on behalf of the customer) for any new OEM part that has not exceeded one of the published Ozark new part warranty criteria described below:
 - 1. 24 months from date of shipment of the item by OZARK, or
 - 2. 1,000 hours of operation (whichever comes first)
- ii. Customer furnished, military surplus, third party, or PMA parts are not covered under this warranty program.

B. **OZARK WORKMANSHIP**

- a. In addition to the warranty provided in paragraph A (above), the customer is also entitled to OZARK’s comprehensive workmanship warranty program. All OZARK workmanship is intended to conform to the requirements of the manufacturer and the applicable provisions of Federal Aviation Regulations. Engines, modules, components, and accessories overhauled and/or repaired by OZARK are warranted to be free of defects in workmanship performed by OZARK from the date of shipment of the engine, module, component, or accessory through to the remaining manufacturer’s recommended calendar life (or TBO), not to exceed a total of four (4) years (whichever occurs first). See below figure #1.

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Category of Engine Work	Operating Hours	Time after Delivery
Engine/Module Overhaul (With Test) <hr style="border: 1px solid green;"/>	Next TBO (prorated after 1,000 hrs)	4 years (prorated after 2 years)
Engine/Module Repair (With Test) <hr style="border: 1px solid red;"/>	500 hours	1 year
Engine/Module Repair (No Test)	250 hours	6 months

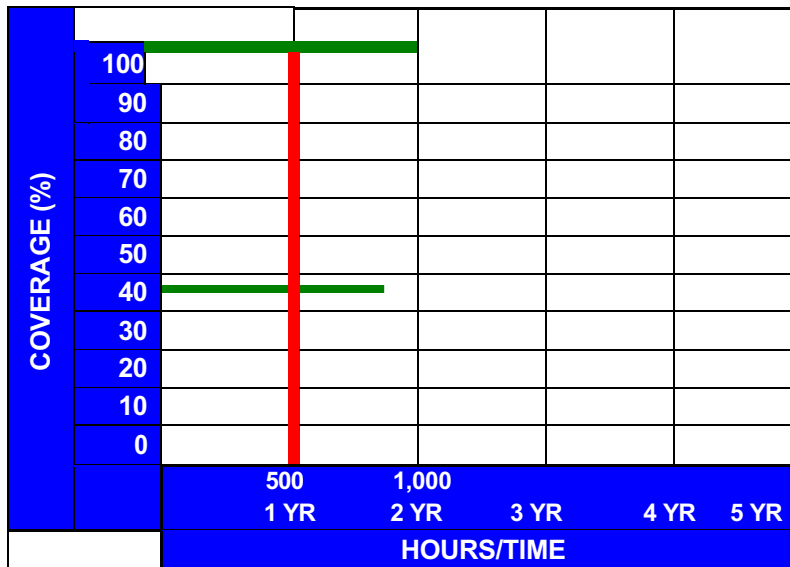


Figure #1: OZARK Workmanship Warranty Program

OZARK T53 SERIES ACCESSORIES

The following addresses coverage afforded on OZARK T53 accessories processed by OZARK.

A. **OZARK WORKMANSHIP**

- a. All OZARK workmanship is intended to conform to the requirements of the manufacturer and the applicable provisions of the Federal Aviation Regulations. Accessories overhauled and/or repaired by OZARK are warranted to be free of defects in workmanship performed by OZARK for the period of time described below:
 - i. Overhaul: 1,000 hours of operation or two years from the date of shipment, whichever occurs first.
 - ii. Repair: 500 hours of operation or 6 months from the date of shipment, whichever occurs first.

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HOW TO OBTAIN REPAIRS

- A. To obtain repairs, the customer must report and send written notification to OZARK of any proposed warranty claim within 30 days of the alleged defect or nonconformity is discovered or in the exercise of ordinary diligence should have been discovered. Notification can either be electronic or sent to the following address:

Ozark Aeroworks, LLC
ATTN: Warranty Program
3300 S Golden Ave
Springfield, MO 65802
(USA) Phone: 855-737-7752
Fax: 417-730-1547

E-mail: techsupport@ozarkaero.com

- B. The Customer will then be contacted with shipping instructions and points of contact for processing of the warranty claim. The customer should not disassemble the item without prior written approval from OZARK.
- C. OZARK must receive the removed item within 30 days of notification that was sent to OZARK.
- D. OZARK will receive, investigate, and render sole decision as to whether there is a valid defect in material or workmanship. The customer has the option to be present during the investigation. In the event a warranty claim is denied, the customer has the option to submit additional information or agree to pay OZARK for the required repairs. If the customer chooses not to proceed with repairs, the Customer is responsible for any charges incurred to-date (including rental usage and recertification fees), as well as coordinating the return of their item.
- E. OZARK reserves the right to change the method by which OZARK may provide the warranty coverage to the Customer, and the eligibility requirements to receive a particular method of service.

ADDITIONAL WARRANTY TERMS AND CONDITIONS

- A. All warranties resulting from the installation of parts or materials in engines, modules, accessories, as well as engine components will be administered in accordance with the applicable original equipment manufacturer's published warranty program in force at the time/date the claim is submitted to OZARK.
- B. OZARK does not warrant any parts, materials or services supplied by companies other than OZARK or OZARK's approved Master Distributor. OZARK may act on behalf of its Customers in the processing of any claims or adjustments arising out of, and because of, defective parts, materials, and workmanship in accordance with approved OZARK suppliers, and their subcontractor's warranties.
- C. OZARK's liability is limited to the repair and/or replacement, at its own sole option, of the defective parts or accessories previously overhauled or repaired by OZARK. OZARK will determine, at its sole discretion, whether the defect is due to faulty workmanship caused by OZARK. In no event shall any warranty allowances exceed the fair market value to replace the defective item.

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- D. Defects in workmanship must be discovered before the manufacturer's recommended time between overhaul has expired and/or the calendar life has elapsed. OZARK must be given prompt notice in writing wherever possible.
- E. The engine, module, accessory and/or component must have been installed, preserved, maintained, and operated in accordance with OZARK and the airframe manufacturer's directions and instructions. The item must not have been altered or repaired by anyone outside of the control of OZARK and the item must not have been subjected to, but not limited to, the following items:
 - a. Improperly repaired, maintained or adjusted
 - b. Misuse, accident or abuse
 - c. Operator influenced damage (i.e., FOD, inlet blockage, over temperature, operation, over torque and over speed events)
 - d. Operator workmanship flaws
 - e. Environmental damage such as erosion, corrosion, sulfidation, etc.
 - f. Operators engine, module, or component removal and installation labor costs
 - g. Transportation costs
 - h. Rental engine charges
 - i. Unusual product improvements
 - j. Repairs not directly associated with the warranted cause for removal
 - k. Normal wear and tear
 - l. Normal maintenance activity labor or parts required
 - m. Damage from improper storage or preservation
 - n. Failure of, or primary/secondary damage as a result of, the installation/use of third-party parts
 - o. Acts of God or nature (e.g., earthquakes, floods, volcanoes, ingestion of dust, dirt, or debris, etc.)
 - p. Terrorism or armed conflict (military or paramilitary)
 - q. Loss of income and/or profit
 - r. OZARK does not warrant services performed by companies other than OZARK
- F. After a written notice of a failure has been provided, the engine, module, accessory, or component must be returned to OZARK's facility. OZARK must be offered the opportunity to perform corrective work at their facility unless such work was otherwise previously authorized in writing by OZARK.
- G. This warranty is extended to the Customer at the time of shipment and may not be assigned without OZARK's prior written consent.
- H. It is expressly agreed and understood that this warranty is provided by OZARK in lieu of any other warranties, whether expressed, implied or statutory, including any warranties of merchantability or fitness for a particular purpose. The terms herewith constitute the entire understanding between the Customer and OZARK regarding the warranty representations of OZARK. There are no other affirmations of fact, warranties, guarantees, representations, commitments or promises given with reference to the workmanship performed by OZARK, unless otherwise expressly agreed to in writing by a duly authorized representative of OZARK. Any warranty terms or conditions set forth on Customer's purchase order or any other document are expressly disclaimed and hereby rejected by

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OZARK. In the event any warranties cannot be disclaimed, OZARK limits the duration and remedies of such warranties to the duration of this express warranty, and at OZARK's sole option, the repair or replacement coverage as described herewith. Customer's sole remedy for a breach of this warranty program, or any defect in engine, module, accessory or component is provided by this warranty program. In no event shall OZARK be liable, whether in contract, tort, or otherwise for: (a) direct, exemplary or special, consequential, incidental or indirect damages arising out of or related to the workmanship performed or material supplied by OZARK in the overhaul or repair, (b) loss of profits or revenues, (c) loss of use of Customer's property or of any equipment to which Customer's property may be installed, and/or (d) loss of use, profits or revenues, reputation, or damages due to late delivery. No agreement or understanding varying or extending the terms of this warranty shall be binding upon OZARK unless approved and signed by a duly authorized representative of OZARK. OZARK's total liability for any and all claims related to any T53 engine series, modules, accessories, or components shall in no case exceed the original sales price plus any allowable labor and freight as expressed herewith.

WARRANTY DEFINITIONS

- A. Accessory: A major functional component part or assembly of the engine system (fuel, lubrication, ignition, electrical or air systems) as designated by the engine configuration.
- B. Component: A part or module.
- C. Major Repair: A component repair of a candidate part whereby the repair process alone, or in conjunctions with the candidate parts characteristics, requires a high level of technical capability and engineering control to ensure reliability and/or safety. Also, a major repair exists when process-related aspects are beyond normal industry standards in the area of capability, technology, cost, or quality assurance.
- D. Minor Repair: A component repair of a candidate part whereby the repair process is usually within the normal capabilities of the industry operating within the Service, Repair or Overhaul business area.
- E. OEM: Ozark Aeroworks, LLC, the current T53 Engine FAA Type Certificate Holder.
- F. OEM New Part: A New Part, manufactured by OZARK or a Prior T53 Engine FAA Type Certificate Holder, and embodied by OZARK.
- G. Overhaul: The work necessary to return an item to the highest standard(s) within the relevant controlling document(s) or manual(s) as issued Authorized approval and/or bailed by the OEM.
- H. Serviceable: The classification of a module or part, whether new, used or repaired, which in its current condition meets OEM specifications and may be used in a maintenance services function.
- I. Third Party Part: A part or module developed and/or manufactured by a third party and not approved by, under contract to, or affiliated with the T53 Engine OEM, pursuant to a Parts Manufacturing Approval (PMA) issued by the U.S. Federal Aviation Administration.
- J. Workmanship: The art or skill of a workman (or workwoman), the quality or mode of execution, (as of a thing made) and the result of such labor and skill.

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