



# Aircraft Limited Warranty

Evektor-Aerotechnik a.s. („Seller“) provides a limited warranty with respect to each new aircraft it manufactures („Aircraft“) based on the terms and conditions set forth below.

**1. Warrantor:** This limited warranty is granted by Evektor-Aerotechnik a.s., Letecká čp.1384, 686 04 Kunovice, Czech Republic.

**2. Terms of Aircraft Warranty:** The Standard Limited Warranty is active for 24 months after the Warranty Activation Date. The Warranty Activation Date means delivery of the aircraft to the Purchaser who intends to operate it. Limited warranty will only be valid if the Purchaser completes "Evektor's Warranty Registration Card" and within 30 days after aircraft delivery sends it to the Seller's e-mail address [service@evektor.com](mailto:service@evektor.com) or completes the Warranty Registration Card on the Seller's website. The manufacturer's limited warranty on Aircraft shall cover any replacement part or component installed pursuant to this limited warranty but shall terminate upon the expiration of the Aircraft limited warranty period. The Aircraft must be operated in accordance with Pilot and Maintenance Manuals.

**3. Extended Aircraft Warranty:** The Aircraft limited warranty is active for 36 months after the Warranty Activation Date if the Extended Aircraft Warranty purchased on the day of signing the Aircraft Purchase Agreement and if the Purchaser has submitted Evektor's Warranty Registration Card as defined under point 2 of these terms and conditions. The exterior paint warranty is limited to 24 months only. The extended aircraft warranty is not transferable to any new aircraft owner.

**4. Parts and Components Covered:** All parts and components included in the Aircraft upon its shipment from Manufacturer's factory or subsequently installed as described in Item 8 of the Purchase Agreement are subject to the warranty described herein, except for those parts and components excluded by Section 4 below. Any modifications of originally installed parts or systems (e.g. avionics, wiring) are prohibited without prior approval of the Seller.

**5. Parts and Components Not Covered:** The following parts and components are not covered by the Manufacturer's limited warranty:  
(a) engines, engine accessories, propellers and avionics (i.e., COMM, NAV, GPS, EFIS/EMS systems and related indicators); any warranty of these parts and components is provided by the original manufacturer and its applicable terms and conditions are made available with each Aircraft,  
(b) any part or component that has been subjected to abuse, misuse, negligence or accident,  
(c) expendable items that would normally be replaced within the warranty period (for example air filters, oil filters, brake linings, brake discs and tyres),  
(d) any part or component deteriorated from extraordinary wear or exposure and  
(e) any equipment supplied by the Purchaser.

If any part or component excluded by this Limited Warranty is deemed to be included by law, the Seller's liability shall be limited as set forth in Paragraph 6 of this Limited Warranty.

**6. Scope of Warranty; Remedies:** The SELLER'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY on Aircraft shall be, at the Seller's option, to repair or replace any defective part of the Aircraft which fails during the applicable warranty period. Parts and labor used in performing the Seller's obligations under the limited warranty shall be at Seller's expense. All warranty work must be performed by an authorized Seller's Service Center rated to perform maintenance on the specified Aircraft model or by the Seller at his factory, if requested by the Seller.

**7. Procedure for Obtaining Warranty Service:** In order to qualify under this limited warranty, the owner must notify the Seller's factory or an authorized Seller Service Center of the defect within ten (10) days of discovery and promptly deliver the Aircraft to an authorized Seller's Service Center, or if requested by the Seller, to the Seller's factory, unless otherwise agreed. The Purchaser shall present a copy of the last page from her/his logbook. Upon receipt of such an Aircraft, if it is found not to qualify for warranty service as described herein, the owner shall be notified of such a fact and instructions for the return of such an Aircraft will be sought from the owner. In this case, the owner shall pay all costs and expenses of transporting the Aircraft, replacement of parts or components to and from the Seller's factory or a Seller's Service Center.

**8. Design Changes:** The seller reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any product previously manufactured.

**9. Exclusions and Disclaimers:** THIS LIMITED WARRANTY DOES NOT EXTEND TO NORMAL MAINTENANCE SERVICES (SUCH AS ENGINE TUNEUP, CLEANING, CONTROL RIGGING, BRAKE AND OTHER MECHANICAL ADJUSTMENTS AND MAINTENANCE INSPECTIONS) OR TO ANY DEFECT DUE TO THE NEGLIGENCE OF OTHERS; FAILURE TO OPERATE OR TO MAINTAIN THE AIRCRAFT, PARTS OR COMPONENTS IN ACCORDANCE WITH APPLICABLE INSTRUCTIONS (AS HEREINAFTER DEFINED); ABUSE; UNREASONABLE USE; ACCIDENTS; ALTERATIONS; INCIDENTS; OR WEAR AND TEAR. For purposes of this Limited Warranty, „applicable instructions“ shall include all manuals, bulletins, advisories, operating and maintenance instructions, customer service information, notices and similar information issued from time to time by Seller or applicable Sellers and all airworthiness directives and other rules and regulations issued from time to time by the Authorities.

NO OTHER WARRANTY, WHETHER OF MERCHANT-ABILITY, FITNESS OR OTHERWISE, EXPRESSED OR IMPLIED IN FACT OR BY LAW, IS GIVEN BY THE SELLER WITH RESPECT TO ANY AIRCRAFT, PART, COMPONENT OR SERVICE, AND NO OTHER OR FURTHER OBLIGATION OR LIABILITY SHALL BE INCURRED BY SELLER DUE TO PRODUCTION, SALE, LEASE OR USE OF ANY AIRCRAFT, PART, COMPONENT OR SERVICE, WHETHER ON GROUNDS OF BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. In the event that the provisions relieving the Seller of liability for any reason are held ineffective, the remainder of this paragraph shall remain in full force and effect. THE OBLIGATION OF SELLER SET FORTH IN SECTION 7, ABOVE, SHALL BE THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY GENERAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO PROPERTY DAMAGE OR ECONOMIC LOSS, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOSS OF USE OR LOSS OF PROFITS. If for any reason a court of competent jurisdiction enters a final judgment holding that the remedy provided for herein has failed of its essential purpose, the Seller shall not in any event be liable for any excess of the price paid for the allegedly defective Aircraft. No other person or entity (including any agent or employee of Seller) is authorized to extend any other or further warranty or incur any additional obligation on Seller's behalf in connection with the sale of its products.

Accepted.

Date \_\_\_\_\_

Purchaser Signature \_\_\_\_\_

## SUMMARY - Warranty Time Period and Warranty Responsibility

EQUIPMENT	TIME PERIOD	WARRANTOR
A. Airframe and its components (See exclusions in Sections 4 and 5 of this Limited Warranty)	** 24 month after the Warranty Activation Date (see para 2 of this Limited Warranty) or extended warranty (see para 3 of this Limited Warranty)	Evektor-Aerotechnik
B. Engines: Rotax	* See applicable manufacturer's warranty	Rotax
C. Avionics	* See applicable manufacturer's warranty	Applicable Avionics Manufacturers
D. Propeller	* See applicable manufacturer's warranty	Applicable propeller Manufacturers

\* SEE APPLICABLE MANUFACTURER WARRANTY MATERIALS FOR CONDITIONS AND LIMITATIONS.

\*\* SEE PARAGRAPH 2 AND 3 FOR EXPLANATION