

BP Aero Engine Services, LLC. (BPAES) Warranty Policy - May 07, 2024

BPAES warrants that the services will be free from defects in workmanship and will be performed by BPAES and any of its subcontractors in accordance with the requirements of the OEM Engine Maintenance Manual (EMM), the OEM Airframe Maintenance Manual (AMM) and the regulatory requirements of the FAA as required of a 145-repair station and if applicable and the requirements of EASA as a Foreign Repair Station.

This BPAES warranty is expressly limited to workmanship and in house performed repair. Any warranty for materials utilized will be the warranty provided by the manufacturer and/or the vendor of the materials; in such case, BPAES agrees to assist Customer in obtaining such warranty.

BPAES' liability under this warranty is limited to the correction of BPAES's defective workmanship and, at BPAES sole option, the repair or replacement of products or parts that have been rendered unserviceable as a direct result of BPAES defective workmanship.

This warranty shall be valid for a period of twelve (12) months or within one thousand (1,000) flight hours after redelivery of the products or parts or completion of the services, whichever occurs first and is subject to Customer's notification to BPAES of a valid warranty claim within ten (10) calendar days following the discovery of the non-conformity under the warranty period. The products or parts under claim must be returned to BPAES within 30 (thirty) calendar days of discovery of the defect, with a report describing the nature of the non-conformity and all supporting records and documentation, in the English language.

This warranty shall not be effective unless:

- (1) the products or parts have been maintained, handled, installed, stored, operated, transported and/or used by the Customer in accordance with the regulations of the applicable Aviation Authority and Original Equipment Manufacturers (OEM) approved operating and maintenance procedures subsequent to the completion of BPAES services.
- (2) the products or parts have been used under normal operating conditions and have not been subject to misuse, abuse, contamination, FOD, accident or incident after delivery to the Customer; nor a direct or indirect consequence of Customer or any third parties' operation in harsh environmental condition.
- (3) the defect, if any, is discovered within the warranty period and written notice of the claimed failure or damage is delivered to BPAES promptly upon discovery in the terms provided in this warranty policy.
- (4) the customer shall not alter or repair or direct other third parties to alter or repair the product or parts subject to a warranty claim without first providing BPAES an opportunity to review and investigate the claimed.
- (5) the defect is not imputable to a problem generally recognized to be industry-wide or to inadequacies in design.

(6) the Customer shall not make any further use of the products or parts after detecting the defect and giving claim notice.

(7) the workmanship does not comply with applicable manufacturer's operating and maintenance instructions, quality instructions provided by the Customer, or procedures or applicable regulations for such services in effect at the time of performance.

If in accordance with the foregoing a claimed defect is not valid, the Customer shall reimburse BPAES for costs associated with processing the warranty claim BPAES' acceptance of a Customer's warranty claim will be based on the cause of the failure of the products or parts for which the warranty claim is made. In general, latent defects will not be covered by the warranty because latent defects cannot or would not be discovered, inspected, or identified by BPAES during the repair, replacement and/or inspection of the products or parts.

No warranty provisions will apply if the relevant invoices have not been paid by Customer.

This warranty extends to the benefit of the Customer, its successors, and assigns and/or to any person to whom the products or parts may be resold so long as BPAES has been informed in advance and in writing of such assignment and BPAES has consented to such assignment.

BPAES shall extend warranties or assist in extending warranties to the Customer for BPAES purchased replacement parts or parts vendor managed to third party 145 repair stations, to the extent such warranties are transferable and subject to the limitations of the warranty.

WARRANTIES PROVIDED HEREIN ARE IN PLACE OF AND EXCLUDE ALL OTHER WARRANTIES AND CONDITIONS, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, DESIGN WARRANTIES, AND NON-INFRINGEMENT. BPAES SHALL HAVE NO FURTHER OBLIGATIONS UNDER THIS WARRANTY AFTER THE EXPIRATION OF THE WARRANTY PERIOD SET FORTH HEREIN.

BPAES will not be liable for any transportation damage or claims arising out of the use of a non-OEM approved engine stand. Redelivery of an engine in a non-OEM engine stand is at the Customers sole risk for damage and or losses, whether agreed by signing or not signing a "non-OEM Engine Stand Acknowledgement form."

The risk of loss or damage during transportation, to and from BPAES to or from other locations (i.e. engine testing facility, storage facility or to a third party for resale, lease or any other Customer directed destination) shall be at the sole responsibility and expense of the Customer whether the Customer arranges directly with the transportation provider or requests BPAES to make such transportation arrangements on Customer's behalf.