



## STATEMENT OF LIMITED WARRANTY

As a licensed FAA Repair Station Cobalt Aero Services ("Cobalt") will warrant all repaired or overhauled aircraft components to the extent and under the conditions set forth in this Statement of Warranty, which is the exclusive statement of Cobalt's obligations and customer's rights in respect of warranty matters and remedies.

**Repairs:** Cobalt will warrant its repair of an aircraft component for a period of twelve (12) months from the date on the FAA Form 8130 ("Warranty Period"). Upon receipt of a written warranty claim and Cobalt's agreement that the identified defects are due to defective workmanship of Cobalt, then Cobalt will so notify the customer in writing of the work necessary to restore the component to operational and working condition suitable for the aircraft and its intended use and in compliance with FAA standards for that component and aircraft.

**Overhauls:** Cobalt will warrant its overhaul of an aircraft component for a period of twenty-four (24) months from the date on the FAA Form 8130 ("Warranty Period"). Upon receipt of a written warranty claim and Cobalt's agreement that the identified defects are due to defective workmanship of Cobalt, then Cobalt will so notify the customer in writing of the work necessary to restore the part to operational and working condition suitable for the aircraft and its intended use and in compliance with FAA standards for that part and aircraft.

Cobalt's warranty does not cover damage due to Acts of God, excessive-stress, fire, erosion, mistreatment or incorrect installation, failure to lubricate or service properly, improper handling caused during shipment. Cobalt's warranty does not cover the arrangement or expense of transporting the aircraft component to or from Cobalt.

Cobalt's sole and exclusive liability under the warranty set forth herein and Customer's sole and exclusive remedy for breach of such warranty shall be to replace or repair, at Cobalt's sole discretion, the part in question.

Cobalt's obligations in respect to this warranty are expressly subject to the conditions precedent that (i) the defect has become apparent within the relevant Warranty Period; (ii) the Customer has made a written warranty claim within thirty (30) days of the claimed defect having become apparent along with reasonable proof that the claimed defect is a matter caused by Cobalt's breach of warranty; (iii) written warranty claim must include a list of all defects, a reference to the FAA-approved maintenance inspection criteria each defect violates, a photo depicting each defect, and orientation photo(s) depicting where each defect is located on the subject component; and (iv) the Customer, at its arrangement and expense, has delivered the part in question to Cobalt within sixty (60) days of the claimed defect becoming apparent.

Cobalt's warranty obligations are further subject to the conditions that (i) the warranted part has been operated under an approved FAA or foreign equivalent operations program and has not been subject to misuse (including improper storage), neglect or accident, (ii) the warranted part has not been overhauled, altered, or repaired since its overhaul or repair by Cobalt and (iii) the part in question has been maintained in accordance with an FAA approved or foreign equivalent maintenance manual. In addition, the Cobalt identification tag on the repaired or overhauled part shall not have been removed or altered in any way.

**THE FOREGOING WARRANTY IS EXCLUSIVE AND NO OTHER WARRANTY IS EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR INTENDED USE. COBALT SHALL HAVE NO OBLIGATIONS OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING LOSS OF USE, REVENUE, OR PROFIT) OR FOR DIRECT OR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES WITH RESPECT TO ANY BREACH OF THE FOREGOING WARRANTIES OF ANY NONCONFORMANCE OR DEFECT IN ANY SERVICE OR IN ANY PART OR OTHER MATERIAL, COMPONENT, ACCESSORY, EQUIPMENT OR PRODUCT PROVIDED OR DELIVERED BY COBALT TO THE CUSTOMER.**

January 4, 2021