

SUMMARY - Warranty Time Period and Warranty Responsibility

EQUIPMENT, TIME PERIOD, WARRANTOR

- A. BRM Aero s.r.o.. 24 consecutive months or the first two hundred hours of operation, whichever comes first.
- B. Rotax GmbH, 18 Consecutive months or the first two hundred hours of operation, whichever comes first. See Rotax SL-912-012 for more information.
- C. Applicable Avionics Manufacturers
- D. Applicable Propeller Manufacturers

* SEE APPLICABLE MANUFACTURER WARRANTY MATERIALS FOR CONDITIONS AND LIMITATIONS.
** SEE PARAGRAPH 2 FOR EXPLANATION

Standard Aircraft Limited Warranty

** 24 month after the Warranty Activation Date or until 200 hours of aircraft Hobbs time, whichever comes first (See Section 2 of this Limited Warranty) * See applicable manufacturer's warranty
Avionics * See applicable manufacturer's warranty
Propeller * See applicable manufacturer's warranty
Airframe and its components (See exclusions in Sections 4 and 5 of this Limited Warranty.)

Engines:

The BRM Aero s.r.o. company („Seller“) provides a limited warranty with respect to each new aircraft it manufactures („Aircraft“) on the terms and conditions set forth below.

1. Warrantor: This limited warranty is granted by The BRM Aero s.r.o. company, Václava Kuliška 1224, 686 05 Uherské Hradiště, Czech Republic.

2. Term of Aircraft Warranty: The limited warranty on Aircraft shall extend for 24 month after the Warranty Activation Date or until the Aircraft's Hobbs time or logbook exceeds 200 hours, whichever comes first. The Warranty Activation Date means delivery of the aircraft to a Purchaser, which intends to use it. Manufacturer's limited warranty on Aircraft shall cover BRM Aero Bristell SL5A Airframe replacement part cost for the part or component installed or replaced pursuant to this limited warranty, but shall terminate upon the expiration of the Aircraft limited warranty period. Labor cost reimbursement is NOT expressly granted nor guaranteed and is left to the discretion of the selling agent in their coverage of warranty service for the aircraft sold. The Aircraft must be operated in accordance with Pilot and Maintenance Manuals.

3. 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 in Purchase Agreement are subject to the warranty described herein, except for those parts and components excluded by Section 4 below.

4. Parts and Components Not Covered: The following parts and components are not covered by Manufacturer's limited warranty:

- (a) engines, engine accessories, propellers and avionics (i.e., NAV/COMM 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 shall have 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 and brake discs),
- (d) any part or component that shall have deteriorated from extraordinary wear or exposure and
- (e) any equipment supplied by Purchaser.

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

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

6. Procedure for Obtaining Warranty Service: In order to qualify under this limited warranty, the owner must notify the Seller 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 Service Center, or if requested by Seller, to Seller's factory representative unless otherwise agreed. Owner shall present copy of last page from her/his logbook to document validity of warranty period. Upon receipt of such Aircraft, if it is not found to qualify for warranty service as described herein, the owner shall be notified of such fact and instructions for the return of such Aircraft will be sought from the owner. In this case, the owner shall pay all costs and expenses of transporting Aircraft, replacement parts or components to and from the Seller factory representative or a Seller Service Center.

7. Design Changes: 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.

8. 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 SELLER WITH RESPECT TO ANY AIRCRAFT, PART, COMPONENT OR SERVICE, AND NO OTHER OR FURTHER OBLIGATION OR LIABILITY SHALL BE INCURRED BY SELLER BY REASON OF THE MANUFACTURE, 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 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 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, Seller shall not in any event be liable for an amount in 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 by Purchaser on

Date _____
Purchaser Name or Purchaser Representative Name _____
Purchaser or Purchaser Representative Signature _____