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DISCLAIMER OR LIMITATION OF WARRANTIES

UNLESS PROHIBITED BY APPLICABLE LAW, AND EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, HARTZELL HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In the event disclaimer of implied warranties is not permitted under applicable law, such implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose, are limited in duration and in scope of coverage to the duration and scope of coverage of the limited warranty.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

TERMS AND CONDITIONS OF LIMITED WARRANTY COVERAGE

In order to obtain coverage under Hartzell's limited warranty, the Purchaser must notify Hartzell in writing of the warranty claim as soon as possible after obtaining knowledge of the potential claim, and in any event not later than ten (10) days following expiration of the limited warranty. Hartzell may withhold warranty repairs pending proof from Purchaser of the date the Product was placed into service. Hartzell shall provide warranty repair or disposition instructions based on a written statement from the Purchaser describing the alleged defect. All initial transportation and handling charges must be prepaid by the Purchaser until warrantability is determined by Hartzell, at which time Hartzell may reimburse none, some, or all of these charges, at Hartzell's sole discretion. In the event Hartzell determines, at its sole discretion, that the Product or Component thereof is covered under the limited warranty, Hartzell shall, at its election, either: (1) Have the Product or Component repaired and returned to Purchaser; (2) Deliver to Purchaser a replacement Product or Component; or (3) Issue a credit to the Purchaser in the amount of the actual purchase price for the Product. Hartzell reserves the right to replace Products or Components with remanufactured or re-designed Products or Components of substantially equivalent quality. All warranty repair work will be accomplished at Hartzell's principal place of business, a Hartzell Recommended Service Facility, or a third-party location pre-approved in writing by Hartzell. In the event Hartzell determines that the alleged defect is not covered by the limited warranty, the Product or Component will be returned to Purchaser, as is, transportation and handling charges collect.

The only remedies under this limited warranty are as set forth above. Any Product repaired, or replacement Product provided, shall retain the balance of the limited warranty provided for herein. This limited warranty is not transferable to any person or entity.

This limited warranty does not extend to future performance of a Product.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY

This limited warranty does not provide coverage for any of the following:

- o Normal maintenance and service.
- o Consumable Products and Components, and Products and Components that have reached the end of their normal usable life.
- o Product components not manufactured by Hartzell, which components may or may not be covered under warranties made by the manufacturers of those components.
- o Products and Components not purchased through Hartzell or one of its authorized distributors, or any Products or Components purchased by way of auction, salvage, or repossession.
- o Conditions, damage, or issues caused by, in whole or in part, or in any way related to:
 1. Accident, misuse, theft, or negligence.
 2. Failure to comply with any instruction provided by Hartzell or its suppliers with respect to the use, operation, maintenance, or service of the Products.
 3. Alteration or modification of the Products or any Components.
 4. Acts of God or other environmental conditions.
 5. Use of the Products for purposes other than their normal use.
 6. Failure to seek and obtain warranty coverage in a timely matter.
 7. Deterioration or fading due to wear, exposure, or other cause, including but not limited to rust, cosmetic blemishes, and discoloration.
 8. Acts or omissions of any person or entity other than Hartzell.

DISCLAIMER OF INCIDENTAL, CONSEQUENTIAL AND OTHER DAMAGES

Hartzell hereby disclaims any and all incidental, consequential, special, punitive, direct, and indirect damages arising out of or relating to the Products, including but not limited to loss of use, inconvenience, lost profits, cover, rental replacements, costs and expenses of “troubleshooting,” and transportation and delivery expenses not pre-approved in writing by Hartzell. In no event shall Hartzell’s liability with respect to any Product, whether under this limited warranty, any implied warranty, in contract, tort, or otherwise, exceed the price paid by Purchaser for the Product. These disclaimers are independent of any failure of the essential purpose of any

warranties or remedies provided to Purchaser, and shall survive any determination that a warranty or remedy failed of its essential purpose.

Some states do not allow the exclusion or limitation of such damages, so the above limitation or exclusion may not apply to you.

STATUTE OF LIMITATIONS

No action may be brought against Hartzell for breach of its limited warranty, any applicable implied warranty, or for any other claim relating to the Product, more than ten (10) days after expiration of the applicable limited warranty period.

GOVERNING LAW

This limited warranty shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio, without reference to conflict of law principles (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this limited warranty.

NO AUTHORITY

No person or entity has authority to alter the terms of this limited warranty or make any warranties or representations on behalf of Hartzell.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

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