



## Terms of Warranty

### 1. General Regulations

Warranty claims of the customer require that the customer has fulfilled its complaint and examination obligations (German Commercial Code (HGB) §§ 377, 381).

As regards the settlement of any eventual claims, the buyer has to apply exclusively to AQUILA ([www.aquila-aviation.de](http://www.aquila-aviation.de)). The warranty claims shall be exclusively acknowledged by AQUILA. AQUILA reserves for itself to leave the trouble shooting to a recognized service center. Any extra costs related herewith shall be borne by AQUILA.

### 2. Warranty Requirements and Exclusions

In case the aircraft, any component and/or appurtenances are not operated, serviced and/or stored pursuant to the requirements, instructions and procedures for operation, service, maintenance and storage of AQUILA and – as far as applicable – of the manufacturer of the relevant components, or any works at the aircraft are performed by unauthorized third parties, all material defect claims are excluded. The corresponding proof shall be up to the buyer.

Warranty exclusions do not apply to any works performed and any parts used after delivery of the aircraft in connection with Aircraft Service Bulletins (SB) released by AQUILA or the Airworthiness Directives (AWI) released by the German Civil Aviation Authority, as well as the Airworthiness Directives of the EASA.

If the trademark, logo and/or other identification marks of the manufacturer or the serial number of the aircraft and/or of parts have been removed so that their origin may not be definitely clarified any longer, each claim arising out of this warranty is excluded.

The holder of the aircraft is liable to apply exclusively any parts, spare parts and components approved by the manufacturer. So far as the buyer operates the aircraft and/or its parts with any parts or components which are not included in the AQUILA spare parts catalogues or not approved by AQUILA, any claims arising out of this warranty shall be excluded upon installation of these parts. Liability of AQUILA for any damages of any kind as regards deficiencies, incidents and accidents, which were caused by those non-approved parts, is excluded.

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Any warranty claims are also excluded as long as the buyer / relevant holder does not keep, and/or makes available to AQUILA, any records about the operation and the maintenance of the aircraft.

Maintenance tasks have to be performed by qualified maintenance personnel, which satisfies the statutory provisions, and in maintenance plants permitted for this purpose. For the acknowledgement of any pilot-owner rights pursuant to EASA Part M, a model training of the holder, incl. instruction on engines, as approved by AQUILA has to be verified.

### 3. Product Update

This warranty does not grant any right to continuous upgrade and/or other updates of the products. It does not grant any right to the participation in any special programs and campaigns of AQUILA or the individual manufacturers. For any campaigns and programs such as these, the corresponding arrangements foreseen in them shall apply.

### 4. Special Parts, Wear Parts and Wear

For vendor parts such as engines, propellers, tires and avionics, including their attachments and accessories, only the warranty and guarantee terms and conditions of the relevant suppliers shall apply. Any liability and warranty and/or guarantee of AQUILA for vendor parts shall be excluded. Upon execution of the purchase agreement, AQUILA assigns the warranty rights towards the supplier in this regard to the buyer. The buyer declares, upon execution of the purchase agreement, the acceptance of the assignment.

For any deficiencies, which arise from improper handling or non-compliance with the maintenance and operating specifications, natural abrasion or unusual wear or from any accident (e.g. delamination and/or damages at the surface due to stone impact, ice or bird strike or at the internal lining, rubber seal, paint at the aircraft), its component parts, accessories and materials, all claims out of this warranty shall be excluded.

For any aircraft systems, components and materials, which are exposed to extraordinary operational wear, e.g. exhaust or landing gear, the warranty claims shall be granted on a runtime-dependent basis. In case of any defect, which is subject to warranty, at the said parts, AQUILA shall compensate that part of the costs which results from the relation of the flight hours, which have already been logged until the occurrence of the defect, to the estimated total flight hours.



## 5. Duration and Time Limits

This warranty shall be valid from the transfer of risk for a period of 24 consecutive months or 400 flight hours, whichever is reached sooner.

If the buyer is a contractor for the purpose of the German Civil Code (BGB) § 14, the warranty shall apply to new aircraft and new parts for 12 subsequent months or 200 operating hours from the transfer of risk.

For used aircraft and parts, the warranty of 12 subsequent months or 200 operating hours from the transfer of risk is generally applicable.

The buyer shall promptly, upon occurrence of the defect, inform AQUILA or any service center authorized by AQUILA and forward the aircraft/part, which contains the defect, to it/them together with a written defect report. An application for guarantee service has to be attached. AQUILA and the service center authorized by AQUILA respectively shall be entitled to request from the buyer any proof regarding the original equipment or, in case of spare parts, any proof about the acquisition of the defective part as well as the duly performed maintenance.

Obvious defects, which are determined by the buyer just after having the aircraft's takeover, have to be advised to AQUILA within two weeks following the takeover.

## 6. Warranty Measures

Upon AQUILA's receipt of the information or sufficient documents regarding the defective part in time, and AQUILA's verification that there is a claim in this regard available out of this warranty, AQUILA has to remedy the defect so that the part becomes airworthy again in accordance with the technical and design-specific requirements of AQUILA.

AQUILA reserves the right to replace any parts, which have to be exchanged, with repaired, overhauled or – as far as available – new parts, provided that the replacement part bears at least the same qualities and remaining useful life as the defective part to be replaced. On the other hand, for each part, which is installed in the framework of this warranty in replacement of a defective part, this warranty shall apply. However, the duration of the warranty for the parts installed in fulfilling the warranty claim shall be limited to the remaining warranty period of the originally replaced part.

In case the duly advised defect is not verified by AQUILA and/or a repair or replacement is not necessary, the buyer has to compensate for all costs having been incurred in relation to this examination. This shall also apply to the transport costs from the location of the apparently defective part to the authorized service center and subsequently to AQUILA.

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AQUILA or the service center authorized by AQUILA shall bill the buyer for work and/or material as well as transport and incidental costs, if AQUILA justifiably rejects any warranty claim.

## 7. Transfer of Warranty Rights

The rights resulting from this warranty may be transferred to subsequent owners of the aircraft provided that a relevant written statement ("Warranty Registration"), which is signed by the buyer and the new owner, is sent to AQUILA within 30 days after the aircraft's transfer to the new owner.

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