

## SPECIAL TERMS AND CONDITIONS FOR REPAIR SERVICES

### 1. APPLICABILITY.

- (A) These Special Terms and Conditions for Repair Services ("Repair Terms") supplement Teledyne Controls, LLC's General Terms and Conditions of Sale ("General Terms") for all Offers made to Buyer by Seller and any Order or other authorization to commence work from Buyer accepted by Seller for repair, overhaul, testing, recertification, and other aftermarket services in support of Seller products not covered by the original product warranty ("Repair Services"). Capitalized terms used in these Repair Terms have the same meaning as those used in the General Terms unless otherwise indicated herein. In the event of a conflict between these Repair Terms and the General Terms, these Repair Terms shall take precedence to the extent of such conflict, unless otherwise provided herein.

### 2. REPAIR PRICES.

- (A) Prices for Repair Services are quoted based on Seller's knowledge of Buyer's requirements at the time the Offer is made.
- (B) Seller has established fixed charges ("Standard Repair Charge") for the repair of many of its parts, as well as for the overhaul of ACES™ Sensor Pack (ASP) sensors. Seller will charge Buyer the Standard Repair Charge for a part submitted to Seller for Repair Services except in the following circumstances:
- Major Repair. If the part requires replacement of major assemblies or components, Seller will charge the price of the replacement assemblies and components plus one-half the Standard Repair Charge for that part.
  - No Standard Repair Charge established. If a Standard Repair Charge has not been established for a part, the Seller will quote, after test and evaluation, the repair charge along with the scope of work to be performed.
  - Test-Only, No Fault Found (NFF) and Unverified Failure. In the event a part has been submitted for testing only, or is submitted for repair and passes all approved test procedures for that unit ("No Fault Found" or "NFF"), or the failure claimed by Buyer cannot be duplicated on the part ("Unverified Failure"), Buyer will be charged for Seller's time spent on testing, evaluation and recertification and other applicable charges.
  - Evaluation Charge. If Buyer submits a part to Seller for repair and declines to have the part repaired after Seller has tested or otherwise evaluated the unit, Buyer will be charged for Seller's time spent on the testing, evaluation and other applicable charges.
  - Modification. All requested or mandatory modifications and all implementation of service bulletins are quoted separately.
- (C) Buyer will pay for all packaging, handling, transportation, insurance and other costs associated with shipment of the part to Seller for Repair Services. For warranty repairs, Seller will pay the costs of Seller's standard packaging, handling, and transportation for shipment of the part back to Buyer. For non-warranty repairs and all other Repair Services, Buyer will pay for all packaging, handling, transportation and other costs associated with Seller's shipment of the part back to Buyer. Costs for shipping requirements from Buyer deviating from Seller's standard practice will be paid by Buyer.

### 3. SHIPMENT TO TELEDYNE.

Except for MagnaStar® parts, Buyer may submit parts directly to Seller for Repair Services without completion of Return Materials Authorization. Return Materials Authorization (RMA) is required MagnaStar® parts. Buyer is responsible for all shipping charges and damage to the unit in transit until received by Seller. It is Buyer's obligation to promptly provide all information reasonably requested by Seller. Delays in providing this information may result in delay of Seller's performance of the Repair Services or return of the part to Buyer. At a minimum, Buyer must provide the following information with each part shipped to Seller for Repair Services:

- Buyer's name and billing address, and if applicable, name and billing address of Buyer's agent requesting the Repair Services
- Order number
- Buyer or Buyer's agent (as applicable) contact person's name, telephone number, fax number, and email address
- Seller part number, serial number, and part nomenclature/description
- Make, model and tail number of the aircraft that the part was removed from (if applicable)
- Detailed description of failure or other reason that the part is submitted for Repair Services
- Special requirements, such as, SB's, SL's, CAAC, etc.
- Date that part was removed from aircraft (if applicable)
- Date that part is shipped to Seller for Repair Services
- Return shipping address, and name and contact information of Buyer freight forwarder

### 4. REPAIR SERVICES INQUIRIES.

Buyer may submit an inquiry regarding Repair Services to Seller, including status, technical, pricing or urgency by telephone, e-mail, fax, AOG hotline, or as otherwise directed by Seller. Buyer shall provide all information reasonably requested by Seller in support of the inquiry. Seller will endeavor to respond to Buyer's inquiry within 24 hours of receipt.

### 5. REPAIR WARRANTY.

- (A) This Repair Terms Section 5 supersedes General Terms Sections 15 and 16 for Repair Services.
- (B) **Standard Repair Warranty.** For a Seller-manufactured part repaired by Seller ("Repaired Part"), Seller warrants that the Repaired Part will be free from defects in materials and workmanship for one (1) year (for line replaceable units) or ninety (90) days (for subassemblies, components, kits, and accessories) from the date the Repaired Part is shipped to Buyer, unless otherwise stated by Seller in its quotation. This warranty only applies to the specific component(s) of the Repaired Part which is repaired or replaced. This warranty does not extend an existing warranty on the Repaired Part nor does it apply to any component or subassembly of the Repaired Part other than that which was repaired or replaced by Seller. Further, this warranty is void if, upon examination by Seller or Seller's authorized service provider, the Repaired Part is found to have been (i) mishandled, misused, abused, or damaged by Buyer or any third party; (ii) altered from its state as originally repaired by Teledyne; (iii) overhauled, refurbished, or repaired by a party other than Seller without Seller's prior written approval; or (iv) improperly stored, installed, operated, or maintained in a manner inconsistent with Seller's instructions. This warranty does not apply to defects attributed to (i) normal wear and tear or (ii) failure to comply with Seller's safety warnings. SELLER MAKES NO WARRANTY AND DISCLAIMS ALL WARRANTY, STATUTORY OR IMPLIED, FOR CONSUMABLES, INCLUDING ALL BATTERIES, WHETHER A COMPONENT OF ANY REPAIRED PART OR SOLD SEPARATELY. SELLER MAKES NO WARRANTY FOR ANY PARTS OR OTHER SUPPLIES PROVIDED TO SELLER BY BUYER, WHETHER OR NOT THEY ARE INCORPORATED INTO A REPAIRED PART. ALL SOFTWARE AND ALL SERVICES OTHER THAN SELLER'S REPAIR OF SELLER-MANUFACTURED PARTS, ARE PROVIDED "AS IS" AND WITHOUT WARRANTY. THESE EXPRESS WARRANTIES, INCLUDING THE REMEDIES SET FORTH HEREIN AND IN PARAGRAPH (D) BELOW, ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS INTENDED OR GIVEN.
- (C) **ACES™ Sensor Pack (ASP) Overhaul Warranty.** For an ASP unit overhauled by Seller ("Overhauled ASP"), Seller warrants that the

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sensor operation of the Overhauled ASP will be free from defects in materials and workmanship for two (2) years from the date the Overhauled ASP is shipped to Buyer, unless otherwise stated by Seller in its quotation. This warranty is void if, upon examination by Seller or Seller's authorized service provider, the Overhauled ASP is found to have been (i) mishandled, misused, abused, or damaged by Buyer or any third party; (ii) altered from its state as originally overhauled by Teledyne; (iii) overhauled, refurbished, or repaired by a party other than Seller without Seller's prior written approval; or (iv) improperly stored, installed, operated, or maintained in a manner inconsistent with Seller's instructions. This warranty does not apply to defects attributed to (i) normal wear and tear, (ii) failure to comply with Seller's safety warnings, or (iii) to defects in the ACES™ Sensor Pack beyond the operation of the sensors. THESE EXPRESS WARRANTIES, INCLUDING THE REMEDIES SET FORTH HEREIN AND IN PARAGRAPH (D) BELOW, ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS INTENDED OR GIVEN.

- (D) **Repair Warranty Claims and Remedies.** Buyer must promptly notify Seller in writing during the Standard Repair Warranty and ACES™ Sensor Pack Overhaul Warranty period of any defect covered by Seller's warranties under paragraphs (B) and (C) above, and no later than fifteen (15) calendar days after discovery of the defect. Seller has no obligation to honor any warranty claim made after the expiration of the warranty period. However, despite the expiration of the warranty period, Seller, at its reasonable discretion, may accept warranty claims submitted up to fifteen (15) calendar days after the expiration of the warranty period provided that Buyer provides Seller with credible and persuasive documentary evidence that the defect was discovered during the warranty period. No warranty claims submitted after this fifteen (15) day calendar period will be considered by Seller. Buyer's notice of a defective Repaired Part or Overhauled ASP must identify the specific Repaired Part or Overhauled ASP affected and the nature of the defect, and return the defective Repaired Part or Overhauled ASP, suitably packed and fully insured, transportation and insurance prepaid, in accordance with instructions issued by Seller. Seller, at its sole option, will either repair or replace any Repaired Part or Overhauled ASP authorized for return to Seller which is confirmed to be defective after inspection and testing by Seller, and return such repaired or replaced Repaired Part or Overhauled ASP to Buyer. Such repair, replacement, or credit shall be Buyer's sole remedy for defective Repaired Parts or Overhauled ASP units. Buyer must promptly provide Seller with all information requested regarding the identified defect. If the defect claimed by Buyer cannot be reproduced or otherwise verified by Seller, the Repaired Part or Overhauled ASP will be returned to Buyer unmodified at Buyer's expense, and Buyer shall in addition pay Seller's published "no fault found" test, evaluation and recertification charges for Seller's effort. The warranty period for repaired or replaced Repaired Parts or Overhauled ASP units shall be the greater of (i) ninety (90) days or (ii) the unexpired portion of the original warranty period. Under no circumstances is Seller liable for recall, retrieval, removal, dismantling, re-installation, redeployment, or re-commissioning of any defective Repaired Parts or Overhauled ASP units, or any costs associated therewith.