Robinson Helicopter Company, Inc. (hereafter referred to as RHC) warrants each new and factory overhauled helicopter part to be free from defects in material and workmanship appearing within one year from the date of delivery from the RHC factory or during the first one thousand (1000) hours of operation, whichever event occurs first; provided, the part has been subjected to normal use and service. This Warranty is limited to repair or replacement on an exchange basis, as selected by RHC, of any part, which upon examination by RHC is deemed to have been defective when the part left the factory. A new warranty period is not established for parts replaced under the terms of this Warranty. Such replacement parts are warranted only for the remainder of the original warranty period. RHC is not responsible for the cost of removing, shipping or reinstallation of parts under the terms of this Warranty. This Warranty shall not apply to any part which has been repaired or altered outside the factory, and which, in RHC’s judgment, has affected the performance or reliability of the part. This Warranty shall not apply to any part which has been subject to corrosion, misuse, negligence or accident, nor to any parts normally replaced during routine maintenance, such as, air cleaners, skid shoes, rod end or spherical bearings, light bulbs, etc.

RHC makes no Warranty with respect to engines, batteries, instruments, avionics or other trade accessories since they are usually warranted separately by their respective manufacturers.

ADDITIONAL WARRANTY FOR MAIN & TAIL GEARBOXES

In addition to the warranty specified above, an extended pro-rated warranty shall apply to new and factory overhauled main and tail gearboxes installed, on all R22 & R44 helicopters for the first 2200 hours of service, on all R44 Cadet helicopters for the first 2400 hours of service, on all R66 helicopters for the first 2000 hours of service, or three years from the date of manufacture, whichever event occurs first. During this period, if a gearbox must be overhauled due to failure of a part which was defective when it left the factory, RHC will pro-rate the cost of the overhaul by the hours in service or the months in service, whichever fraction is greater.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED, OR STATUTORY, WHETHER WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TRADE USAGE, THE REMEDIES OF THE BUYER SHALL BE LIMITED TO THOSE PROVIDED HERIN. IN NO EVENT WILL THE MANUFACTURER BE LIABLE FOR LOSSES RESULTING FROM LOSS OF USE OF THE HELICOPTER, COLLATERAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY OTHER COSTS.

Warranty adjustments with respect to any parts manufactured by RHC will be made only upon compliance with the following procedure:

(1) The defective part or assembly, together with a written Warranty Claim, must be returned to RHC not later than thirty (30) days after discovery of the defect or not more than thirty (30) days after expiration of the Warranty period.

(2) RHC will, after inspection, determine whether the material or part was defective when it left the factory and will respond accordingly. Final determination of a Warranty adjustment rests with RHC.

Effective 01 June 2016