



Thrush Aircraft, Inc. Aircraft Warranty

LIMITED AIRCRAFT WARRANTY. The products purchased herein which have been manufactured by Thrush Aircraft, Inc. are covered by Thrush Aircraft, Inc.'s limited warranty, its special limited aircraft parts warranty and no other warranty from Thrush.

THRUSH AIRCRAFT, INC. warrants each new aircraft and part thereof manufactured by it, together with all new aircraft equipment and accessories bearing the name "THRUSH AIRCRAFT, INC.," to be free from defects in material and workmanship under normal use and service, but extends no warranty of any kind, expressed or implied, to any items not manufactured by THRUSH AIRCRAFT, INC., or not bearing its name, whether incorporated into or installed in the aircraft, except that the workmanship involved in installing such item is warranted to be without defect. The obligation of THRUSH AIRCRAFT, INC. under this warranty is limited to replacement or repair, at the option of THRUSH AIRCRAFT, INC., of any such aircraft, or any covered part or accessory which shall be found to be defective within one year after delivery to the original retail purchaser. Such aircraft, part or accessory is to be returned to THRUSH AIRCRAFT, INC. with all transportation charges, taxes, imposts, duties or excises prepaid, where THRUSH AIRCRAFT, INC. can examine and disclose any defect to Thrush's reasonable satisfaction. This warranty shall not in any way apply to or cover any products which are in THRUSH AIRCRAFT, INC.'S opinion damaged as a result of being altered or repaired outside of the factory of THRUSH AIRCRAFT, INC. in any manner or that shall have been subject to misuse or negligence.

In addition, THRUSH AIRCRAFT, INC. warrants each new wing spar manufactured by it and installed in a new Thrush airplane above and beyond the warranty contained in the Limited Aircraft Warranty issued with the new aircraft. The terms of the Special Limited Aircraft Parts Warranty for the new wing spars will be as set forth herein. The obligation of THRUSH AIRCRAFT, INC. under this warranty is limited to replacement or repair, at the option of THRUSH AIRCRAFT, INC., of any such wing spar which is the subject of an airworthiness directive issued due to fatigue cracks in the wing spars within the initial 3,650 hours of use after delivery of the aircraft to the original retail purchaser. Such wing spar will be replaced or repaired at no cost to the owner if any failure or defect occurs within the first 3650 hours of use after purchase. Such wing spar is to be returned to THRUSH AIRCRAFT, INC. with all transportation charges, taxes, imposts, duties or excises prepaid, where



THRUSH AIRCRAFT, INC. can examine and disclose any defect to Thrush's reasonable satisfaction. This warranty shall not in any way apply to or cover any parts which are in THRUSH AIRCRAFT, INC.'S opinion damaged as a result of being altered or repaired outside of the factory of THRUSH AIRCRAFT, INC. in any manner or that shall have been subject to misuse or negligence.

Such warranty does not cover any labor charges for replacement of parts, adjustments or repairs, or any other work, unless such charges are authorized in writing in advance by THRUSH AIRCRAFT, INC.

This warranty shall run to the Thrush, its successors and assigns and to all persons to whom the airplane is sold within the warranty period.

THRUSH AIRCRAFT, INC. makes no warranty whatsoever with respect to engines, radios, propellers, ignition apparatus, starting devices, generators, batteries, or other trade accessories, inasmuch as such products are generally warranted separately by their respective manufacturer.

“THRUSH AIRCRAFT, INC. MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THRUSH AIRCRAFT, INC. SPECIFICALLY EXCLUDES AND DISCLAIMS ANY AND ALL REPRESENTATIONS AND/OR WARRANTIES NOT INCLUDED WITHIN THE TERMS OF THIS AGREEMENT. THE WRITTEN LIMITED AIRCRAFT WARRANTY ISSUED BY THRUSH AIRCRAFT, INC. IN CONNECTION WITH THE SALE OF THIS AIRCRAFT IS IN LIEU OF ANY OTHER WARRANTY, OBLIGATION OR LIABILITY WHATSOEVER BY REASON OF THE MANUFACTURE, SALE, LEASE OR USE OF THE AIRCRAFT AND NO PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY OTHER REPRESENTATION OR WARRANTIES OR TO ASSUME ANY OBLIGATION ON BEHALF OF THRUSH AIRCRAFT, INC. REGARDING THE AIRCRAFT. THE REMEDIES OF REPAIR OR REPLACEMENT ARE THE ONLY REMEDIES AVAILABLE UNDER THRUSH AIRCRAFT, INC.'S LIMITED AIRCRAFT WARRANTY. IN NO EVENT SHALL THRUSH AIRCRAFT, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF CONTRACT, WARRANTY OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, ACTIVE OR PASSIVE; IMPUTED LIABILITY; OR STRICT LIABILITY) OR BY STATUTE OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS,



LOSS OF GOODWILL, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS OF VALUE OR COMMERCIAL LOSS. LAWS OF SOME STATES DO NOT PERMIT CERTAIN LIMITATIONS ON WARRANTIES OR REMEDIES. IN THE EVENT SUCH LAW APPLIES, THE FOREGOING EXCLUSIONS AND LIMITATIONS ARE AMENDED ONLY INsofar AS REQUIRED TO BE IN COMPLIANCE WITH SAID LAW AND NOTHING FURTHER.”

IMMEDIATELY ON COMMENCING FIRST USE OF AN AIRCRAFT, A WARRANTY VALIDATION CARD MUST BE FILLED OUT AND MAILED TO THE ATTENTION OF THE CUSTOMER SERVICE MANAGER, THRUSH AIRCRAFT, INC., P. O. BOX 3149, ALBANY, GEORGIA 31708. NO WARRANTY CLAIMS WILL BE HONORED IF THIS CARD IS NOT ON FILE AT THE FACTORY.

PURCHASER hereby acknowledges that there are no other warranties by THRUSH AIRCRAFT, INC., expressed or implied, other than the warranties contained in THRUSH AIRCRAFT, INC.’S LIMITED AIRCRAFT WARRANTY set forth above and that THRUSH AIRCRAFT, INC. shall not be liable to PURCHASER for special, incidental, consequential or other damages whatsoever arising out of the sale, use or operation of the aircraft products purchased herein. Purchaser hereby acknowledges that Thrush Aircraft, Inc.’s obligations or liabilities hereunder shall be to replace or repair any defective part or accessory manufactured by it and nothing else.

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