

ART: 7 WARRANTY: LIMITS AND EXCLUSIONS

The manufacturer, while acting on its own or through an importer or distributor, will provide only the parts actually built in its factory. The duration of the warranty is intended for a period of two (2) years or 100 flight Hrs (one hundred flight hours). For all the other parts the Seller / Manufacturer will transfer to the Buyer/Customer the guarantees received in the state of fact and law from subcontractors/suppliers. In this case the Buyer will have the right to apply directly to the subcontractor. The manufacturer, if required, will reserve to represent the point of view of the buyer towards the supplier. If the buyer will not be successful with the action towards the original supplier he will have no right in undertaking action against the Seller / Manufacturer. Any further action will be undertaken by the purchaser at his own expense. For the parts fully manufactured by the Manufacturer, the Seller / Manufacturer guarantee the suitability of the materials and the skills of the professional employees within the limits of the replacement of a defective part. The defective parts must be sent (DDP) at care and expense of the buyer/Customer at the settlements and at the technical headquarter of the seller/manufacturer. The Buyer/Customer will withdraw the repaired/replaced goods at his own care and expenses (EX WORKS).// When otherwise agreed than see Mod.: AEE Ug/T/001 – Engl //. The warranty does not cover at all the parts/goods on which the purchaser/buyer/customer has acted in contrast to the information indicated in the user and maintenance manuals that were supplied by the Seller/Manufacturer. For "defective part" is defined the part where occurred actually a failure/damage. The warranty excludes every part of higher level. The entire aircraft, when also intended (defined) as a Superior part in relation of all the other parts, is excluded in any case from the guarantees that cover its components. Notwithstanding the foregoing different is the case in which a failure of a part "automatically" causes a damage in an upper level (part). In that case also the part of a superior level is subject to warranty; from this automatism is however excluded in any case the complete aircraft. It is understood that a failure would lead "automatically" another fault when a human intervention, which would have been promptly applied in the process of propagation of the fault would not have prevented however the transfer of the damage from the first to second component. The concept of automatic transfer does not apply to fire. In this case the damaged component in warranty is just the part/component in which fire originally took place. Given the non-automatic transfer of the warranty in case of fire, it is suggested to the Buyer of being ensured adequately against the risk of fire at an insurance company. The contract of insurance however must not contain an action of recourse against the manufacturer of the product sold. If there was this kind of legal action "action of recourse" the Buyer will be responsible for any amount that the manufacturer would pay to the insurer. The defects induced automatically by components manufactured not by the manufacturer on components manufactured by the Manufacturer are not covered by warranty. If they were covered by the warranty of the subcontractor then it would apply the previous standard for the action against these. Any kind of indirect damage or however different with what previously expected It's excluded from compensation. The guarantee can be claimed when that the defect is recognized as possible to compensate from both parties and only when the defect is actually real.

To benefit for this guarantee, the buyer must present the "Log Book" of the aircraft completed properly;

Warranty, however, will not be recognized or will lapse if:

- a) It will void the warranty that an aircraft subject to warranty is modified in whole or in part in relation to its original configuration;
- b) It cause the loss of the guarantee that an airplane, covered by warranty, was equipped with parts not authorized by the manufacturer, so as to affect its safety or modify its original configuration;
- c) It cause the loss of the guarantee, the fact that on an airplane covered by warranty, were installed replacement parts or accessories not supplied or authorized by the Manufacturer;
- d) It will be cause of void of the warranty the fact that on an aircraft, subject to guarantee, were installed authorized accessories but without complying with the rules of the installation and in a manner that facilitates the occurrence of the alleged defect;
- e) It will be cause of void of the warranty the fact that an aircraft, subject to guarantee, was not properly subjected to maintenance or used on the bases of the applicable rules or if the user is not able to give the proves of the correct maintenance and/or use;
- f) It will be cause of void of the warranty the fact that were not dully followed the rules provided by law, manuals and Technical Bulletins, or if the user is unable to provide evidence to the contrary;
- g) It will be cause of void of the warranty the fact that it was not respected the proper use or if the user is unable to provide evidence to the contrary;
- h) It will be cause of void of the warranty the fact that the checks and the pre-flight inspections were not made timely and properly as well as it was not made properly the documented closing of the daily "log book". It will be cause of void of the warranty the fact that it was not carried out the checks and the inspections required by the maintenance program and however where the user is unable to provide evidence of the contrary;
- i) It will void the warranty the fact that the characteristic booklets (see art. 10) are not properly updated when occurs the event for which the guarantee is invoked;
- j) It will void the warranty the fact that it has been elapsed more than 24 months from the date of delivery of goods;
- k) It will void the warranty the fact that interventions on the aircraft were executed by somebody or in a workshop or in a structure not

specifically authorized by the Manufacturer or without the procedures under JAR 145;

- 1) It will void the warranty the fact that the Purchaser is not able to show the defect for which he invoke the warranty;

Proof of the observance of the above listed is for the Buyer. The warranty as above described and limited is the only guarantee offered by the Seller / Manufacturer and it substitutes any other warranty provided by applicable laws, to which by express agreement, the Buyer waives expressly and unreservedly. It is excluded in every cases the right of the Buyer to ask to rescind the contract or to ask for a price reduction or for damages beyond the limits as specified above. In no case will be due compensation due to the fact that the aircraft has remained inactive.

7.1 APPLICABLE SPECIFICALLY ONLY IN CASE OF KIT

The Buyer / Manufacturer amateur, as he becomes *the manufacturer of the resulting aircraft* from a kit, must check and verify the validity of all materials according to the intended use (part of an experimental aircraft) as well as all the structural parts, the "outlines of mounting" and the documentation provided by the manufacturer of the kit having in mind that the material is not certified and must not be employed on an certificated airplane. The check should be carried out as quickly as possible from the time of arrival of goods at the premises of the manufacturer.

The manufacturer of the kit ensures that all the above parts, although not certified, meet the highest standards of industrial quality. The manufacturer of the kit will repair or replace any malfunctioning part, once it has been notified of the non-validity of the material and labour within 6 months from its delivery to the "amateur Manufacturer" and once the "amateur Manufacturer" had carried the materials to be repaired or to be replaced (DDP), at the premises of the manufacturer, then he (amateur Manufacturer) is committed to withdraw the above mentioned materials at his own expense (EX WORKS).

7.3 GENERAL WARNING

The above warranty replaces all other warranties expressed or implied, including any warranty implied or expressed for a particular purpose and any other obligation or liability of any other kind. Any damage not considered by this document is expressly excluded from the guarantee.

ART: 8 PROHIBITION OF CHANGES

8.1 AIRPLANE'S INTEGRITY

In the case of complete airplane or of a kit, the Buyer and / or the final user undertakes to use the aircraft purchased or home-built according to the law, according to the draft and according with the standards and limits of construction. He agrees not to modify parts of the aircraft nor its shape. Any breach of the above, will invalidate this warranty and all warranties related to this.