

Pacific Turbine Brisbane Warranty, Implied Terms and Limitation of Liability

- 1.1 In relation to the supply of Parts and the performance of Services, Supplier warrants to Customer, as set out in clauses 1.2 - 1.5 inclusive, subject to the conditions set out in clauses 1.6 - 1.9 inclusive. The warranties in clauses 1.2 - 1.5 inclusive are the only warranties that Supplier gives in relation to the subject matter of these Terms and Conditions other than such warranties as cannot by law be excluded and to the fullest extent permitted by law:
- (a) all terms which may be implied into these Terms and Conditions by any applicable law at any time do not apply to, and may not be implied into, these Terms and Conditions; and
 - (b) without limiting the effect of subclause (a) in any way, all conditions and warranties whether express or implied, whether arising by virtue of statute or otherwise as to the condition, specification, quality, fitness for purpose or safety of, or title to, Parts supplied or Services performed are expressed negated and excluded and Supplier does not give any warranty or undertaking or make any representation in relation to any of these matters.
- 1.2 In the case of the supply of Parts (and/or materials) and the performance of Services by a subcontractor or supplier to Supplier, the warranty provided by Supplier will be the warranty provided by the manufacturer / subcontractor / supplier current at the time of delivery of the Parts to Supplier or the performance of Services and the supply of materials.
- 1.3 In the case of the performance of Services by Supplier, the warranty will subsist for the relevant periods set out in the table

Whichever period expires first	Services	Turbine Engine Component Accessories - Overhaul	Turbine Engine Component Accessories - Repair	Turbine Engines - HSI/ GBI	Turbine Engines - Overhaul (CAMO)	Turbine Engines - Repair
	Operational Hours	500	300	500	1000	500
	Elapsed time from installation	3 Months	3 Months	6 Months	6 Months	3 Months
	Elapsed time from shipping ex-PTB	6 Months	6 Months	12 Months	12 Months	6 Months

- 1.4 Supplier's sole obligation in respect of the warranty will be to elect in its sole and absolute discretion:
- (a) in the case of the performance of Services, to either:
 - (i) perform the Services again; or
 - (ii) pay the cost of having the Services performed again,
 - (b) in the case of the supply of Parts, to:
 - (i) replace the Parts, or supply equivalent parts;
 - (ii) pay the cost of having the Parts replaced or having equivalent parts supplied; or
 - (iii) pay the cost of having the parts repaired.
- 1.5 Supplier will have no liability for any other cost, expense or damage incurred by Customer in connection with a warranty claim or generally and any liability for Consequential Loss is expressly excluded (to the fullest extent permitted by law).
- 1.6 The warranties given by Supplier in clauses 1.2 to 1.5 inclusive will, at the election of Supplier, be void and of no further effect if any defect in Parts supplied or Services performed is caused or contributed to by:
- (a) any abnormal or unintended use, accident, contamination, tampering, improper storage or negligence by any person; or
 - (b) the installation, operation or maintenance of any item of Equipment that is not in accordance with an original Equipment manufacturer's approved published data; or
 - (c) the installation of any item of Equipment by any third party not authorised under CAR 42ZC OR CAR 42ZD, or equivalent legislative provisions; or
Customer failing to notify Supplier within seven days of the defect or warranty event occurring; or
 - (e) Customer failing to provide a completed purchase order form for warranty consideration (or other Supplier approved document) prior to or with the delivery of returned Parts or Equipment; or
 - (f) Customer fails to comply strictly with the requirements of the warranties.
- 1.7 The supply of any Parts and/or the performances of any Services by Supplier arising from investigations or rectification of any alleged defective Parts or deficiencies in the performance of Services in accordance with these Terms and Conditions, but which are determined by Supplier to have arisen as a consequence of any of the activities listed in clause 1.6, may be the subject of charges. Such charges will be at the prevailing rate for such freight, handling, investigation, Parts supplied or Services performed at the time of such transportation, investigation, supply or performance as the case may be.
- 1.8 Except as provided in 1.4, Supplier will not be liable to Customer or any party beneficially entitled under these Terms and Conditions for any Consequential Loss.
- 1.9 Any warranties in relation to the Parts set out on any packaging or materials provided with the Parts are warranties provided by the manufacturer of the Parts and not by Supplier. Supplier's only obligation in respect of any such warranties is to refer any communication in respect of them received from Customer to the manufacturer.
- 1.10 Customer cannot assign the benefit of the warranties contained in this clause 1 to any party without the prior written consent of Supplier. Supplier must not unreasonably withhold its consent.