

APOLLO NORTH AMERICA, Inc
DBA TAMPABAY AEROSPORT
39440 SOUTH AVE
ZEPHYRHILLS, FL 33542
USA

LIMITED WARRANTY FOR AIRCRAFT AND AIRCRAFT COMPONENTS

We hope you enjoy your new ASTM compliant machine. We have worked hard to ensure that our products meet or exceed ASTM design standards. However, it is impossible to predict every field problem with design.

As such, in addition to a continued airworthiness system we offer a one year or 100 hour, whichever comes first, limited warranty on any defect in materials and workmanship.

In the event a unit does not conform to this express warranty, Apollo North America, Inc. will repair or replace the defective material at its place of business at Zephyrhills, FL USA or via an approved service station.

Apollo North America, Inc. or its chosen and qualified service stations will decide which remedy, repair, or replacement will be provided. Any replacement of a part of a unit during the warranty period will not extend the warranty beyond the original duration. The remedy of repair or replacement is exclusive and does not include the cost of shipping, removal, getting the aircraft to an approved service station or installation, all of which are the customer's responsibility.

Procedure for Obtaining Warranty Service

Units or parts that are defective must be taken or shipped prepaid to an approved service station listed on Apollo North America's website at <http://www.apollonorthamerica.com>. The unit or part(s) must be accompanied by a copy of the original (Distributor or Dealer) invoice and an Authorization Number, which can be obtained by contacting Apollo North America, Inc. using the format to report problems listed in the ASTM compliant Maintenance manual. This authorization number should be used by the Apollo North America, Inc. approved service station or technician in invoicing to get paid for the work done. Please note, if the notification of the problem is not done in the required fashion per ASTM compliance in the required format as listed in the maintenance and aircraft operating manuals; Apollo North America, Inc. will not be held liable for any repairs or warranty service. It is the customer's duty to read the documentation provided to them with every unit and follow procedures as stated in the documentation.

Conditions, Exclusions, and Disclaimers

This limited warranty applies only to units that have been installed, used, and maintained properly in strict accordance with manufacturer's specifications, instructions, and recommendations. It does not cover units or parts that show abuse, alterations, improper installation, improper or illegal maintenance or repair, or improper packaging for shipment; and it does not pertain to damage due to object strike, hard landings or excessive wear due to operation or improper storage in the elements. Use of the aircraft of any kind by the pilot that does not follow the flight envelope or operating limitations automatically voids this warranty.

The following items are excluded from any warranty service by Apollo North America, Inc. and are covered by the manufacturers of the components or their representatives. Customers are directed to contact them if a service issue is discovered with these components.

- 1) Rotax engines and associated Rotax engine accessories
- 2) HKS engines and associated HKS engine accessories
- 3) Jabiru engines and associated Jabiru engine accessories
- 4) Aero Propellers
- 5) Sensenich Wood Propellers
- 6) Woodcomp Propellers
- 7) MGL Avionics/Stratomaster digital glass cockpit instrumentation
- 8) MicroAir Avionics (Radio and Transponder)
- 9) Becker Avionics (Radio and Transponder)
- 10) Flycom UK Communications Systems

- 11) Other Avionics if applicable
- 12) Any fluids, oils, filters and other wear and use items used on the aircraft

This limited warranty is the only warranty provided with respect to covered units, and **THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES, EXPRESS OR IMPLIED, WITH RESPECT TO THE COVERED UNITS OR THE MANUFACTURE THEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Repair or replacement of a nonconforming part is the exclusive remedy for breach of this limited warranty, and shall constitute fulfillment of all liabilities of Apollo North America, Inc. to a customer or user, whether based on contract, negligence or otherwise. **IN NO EVENT SHALL APOLLO NORTH AMERICA, INC. BE LIABLE FOR ANY OTHER EXPENSES, CLAIMS OR DAMAGES OF ANY KIND HOWSOEVER CAUSED, INCLUDING (WITHOUT LIMITATION) ANY OTHER PRODUCT REPLACEMENT OR INSTALLATION COSTS AND/OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES.**

The purchaser of the covered units has read, understood and, by purchasing the units, agrees to be bound by the above terms and conditions. This warranty is part of the documentation of every aircraft sold by Apollo North America, Inc. or its representatives, officers and dealers.