

LIMITED PART WARRANTY

Pacific Gear Systems, Inc. (PGS) warrants each FAA-PMA Approved Part that is manufactured for the first installation into a component, to be free from defects in material or workmanship for the first 9 months or 750 hours of operation which ever comes first. Proof of purchase and proof of operation time must be provided when filing a claim. The warranty period begins on the date of installation

PGS's obligation under this Limited Warranty is limited to the repair or replacement, which will be determined by PGS in its sole and absolute discretion. The repaired or replaced part(s) will be warranted for the remainder of the items original warranted period only.

Claims for shipping damage will not be accepted after five (5) days of receipt of the shipment. Any Part(s) returned to PGS for limited warranty consideration must be shipped freight prepaid by the returning customer. PGS will pay for the freight for the parts(s) being returned only the customer whom the part(s) were sold to.

Pacific Gear Systems, Inc. reserves the right to withhold any warranty consideration until proper review and inspections are carried out.

This limited warranty shall not apply to any parts that have been installed improperly per the OEM Component Overhaul Manual. Also any gears that have be subject to other than normal and intended use and service, or any abuse, negligence, corrosion or accident.

A written notice of warranty claim must be given promptly to the manufacturer and no later than 30 days after the date of discovery of the defect.

This warranty is exclusive and is given and accepted expressly in lieu of any other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. In addition this warranty is expressly in lieu of any non-contractual liability for property damage, including the product liability. Buyer's only remedy is provided by this warranty and is limited to the replacement or repair of the defective part(s). Buyer's right to sue for his own personal injury is not affective by this provision. The customer may purchase exceptions to this certain warranty limitations.

In no event will Pacific Gear Systems, Inc. be liable for collateral or consequential damages or for any other cost. PGS does not authorize anyone to assume for it any other obligation, or liability, on its behalf in connection with the sale of its gear(s) unless it is in writing and signed by an authorized representative of Pacific Gear Systems, Inc..