
TOPCAST WARRANTY TERMS AND CONDITIONS (Battery Services)

This warranty applies to batteries serviced by Topcast Aviation Services Limited (hereinafter “TASL”).

TASL warrants its services to be free from defects in materials and workmanship provided however that TASL liability shall be strictly limited to the repair or replacement of any such defective parts serviced by TASL. Subject to normal storage, installation and operation as established by the original equipment manufacturer, the warranty period shall be ninety (90) days from the date of shipment or one hundred (100) hours of operation, whichever occurs first.

For this warranty to be valid, TASL must be notified of the defect in writing within thirty (30) days of discovery. TASL is not liable for any costs associated with troubleshooting, removal, installation or shipping of defective or returned units. Units subjected to tampering, misuse, neglect, accident, improper storage, improper handling or installation, etc., are excluded from this warranty. TASL is not liable for detail parts missing on returned units.

TASL’s obligation under this warranty shall be limited to repairing or replacing, at TASL’s discretion, any defective parts or correcting any faulty workmanship determined by TASL to have resulted from TASL’s original processing. Under no circumstances shall TASL be responsible for any part not replaced or any work not performed at the time of original processing of the unit.

Further, TASL reserves the right to impose a service charge for units returned for warranty evaluation that are found to be serviceable.

TASL makes no other claim or further warranty, expressed, implied or statutory, and hereby specifically disclaims any implied warranties of merchantability and fitness for a particular purpose or use. Except as stated specifically herein, TASL shall not be liable for any direct or consequential damages which may arise out of the sale or use of the unit which is sold or otherwise supplied to customer by TASL. This warranty is limited to the direct customer contracted with TASL and shall not be transferable to any other party unless otherwise consented to in writing by TASL.

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Warranty (Batteries) -- Jan 1, 2009