



## WORLDWIDE PRODUCT WARRANTY

### 1. WORLDWIDE PRODUCT WARRANTY

#### 1.1 The Product

This warranty is issued / agreed for the following product (the “**Product**”) manufactured by Czech Sport Aircraft, a.s. (“**CzSA**”):

Aircraft model:	
Serial no:	
Date of delivery to Owner:	
Sold through (the “ <b>Distributor</b> ”):	
To (the “ <b>Owner</b> ”):	Name:
	Address:
	E-mail: _____
	Phone: _____

#### 1.2 Warranty

CzSA warrants that, at the time of delivery to the Owner, the Product will be free from material defects in materials or workmanship. Subject to the terms of this warranty, CzSA will repair or replace the Product or any parts, if they display any material defect in materials or workmanship (the “**Defect**” or “**Defective**”).

### 2. CONDITIONS AND EXCLUSIONS

#### 2.1 Time/usage limitations

The Limited Warranty on Aircraft, excluding Aircraft paint and Graphics Warranty will apply up to 24 months or 500 hours whichever comes first after the warranty activation date.

The Aircraft paint and Graphics Warranty will apply up to 12 months after the warranty activation date.

The activation date means the first occur of (a) delivery of the aircraft to a purchaser which intends to use it for commercial or private use, (b) the date on which the Aircraft’s tachometer time or Hobbs exceeds 50 hours or (c) six months after the Aircraft is shipped from Czech Sport Aircraft’s factory.

If any Product or part is repaired or replaced under this warranty, then this warranty will apply to such repaired or replaced Product or part until the expiration of the original time limit set-out above, with respect to the entire Product, regardless of the time or scope of repair/replacement.

#### 2.2 Due operation and maintenance

It is a condition to any claim under this warranty that the Product has been used in accordance with the Pilot Operating Handbook and maintained according to the Maintenance Manual. The Pilot Operating Handbook and Maintenance Manual may be updated from time to time by CzSA via notices delivered to the Owner (the “**Updates**”). It is the responsibility of the Owner to ensure that all Updates delivered to the above address are incorporated in the Pilot



## WORLDWIDE PRODUCT WARRANTY

Operating Handbook and Maintenance Manual and are complied with in respect to the Product's operation and maintenance.

Products or parts, which have been subjected to abuse, misuse, negligence or accidents are excluded from this warranty.

### 2.3 No excessive wear and tear

It is a condition to any claim under this warranty that the Product does not display any signs of excessive wear and tear that could have partially caused the Defect.

### 2.4 Parts and Components Not Covered

The following parts and components are not covered by CSA's limited warranty:

- a) Engine, engine accessories, propeller, avionics and automated flight systems. Any warranty or consideration of warranty of these parts and components is provided directly by the original manufacturer and its applicable terms and conditions are provided with each aircraft at the time of delivery.
- b) Any part or component that shall have been subject to abuse, misuse, negligence, accident or natural disaster, including but not limited to lightning, hail storm, tornado, acts neither foreseen nor controlled and commonly defined as force majeure.
- c) Expendable items that would normally be replaced within the warranty period including by way of example only but not limited to air filters, oil filters, tires, batteries, exhaust gas temperature probe, brake linings and brakes.
- d) Any part that reached its designed life limit.
- e) Any part, component or paint that shall have deteriorated from normal wear or exposure.
- f) Paint shine/ gloss.
- g) All normal paint maintenance that includes touch-up of abrasion and wear of the paint on the nose, cowl, wing tip leading edges, vertical and horizontal stabilizer tips and other leading edge surfaces.

### 2.5 Modifications

All modifications to the Product by any person other than CzSA, including Defects to unmodified parts, which may be caused by such modifications, are excluded from this warranty. For the avoidance of doubt, this exclusion also applies to any modifications made by the Distributor or Authorized Service, unless their inclusion in the warranty is specifically approved by CzSA in writing.

### 2.6 Limitation of Liability

In the event that the governing law of a state does not allow for the disclaimers, limitations and exclusions identified above, then only those specific provisions that are not allowed will be deemed to be stricken, and all other provisions and limitations of this warranty will remain in full force and effect. Neither the distributors authorized by CzSA or Piper Inc. to distribute PiperSport aircraft, nor a dealer or PiperSport Authorized Service Center, nor any other person or entity has been authorized to make any affirmation, representation or warranty regarding the Product. All rights are contained in this warranty, and no other affirmation, representation or warranty shall be enforceable against CzSA. CzSA reserves the right to modify this warranty at any time in writing, being understood that such modification will not alter the warranty conditions applicable to the Products sold while this warranty effect.

## 3. REPAIR/REPLACEMENT PROCESS

### 3.1 Notification

This warranty applies to all Defects that are reported to CzSA, [the Distributor or an Authorized Service] [in writing] within 30 days after the Defect is identified by the Owner, but no later than 30 days after the expiry of the warranty pursuant to clause 2.1.

### 3.2 Authorized Services

Repair or replacement of a Defective Product under this warranty will be made only in authorized PiperSport Service Center or CzSA Authorized Service Center.

Except with the express written consent of Piper Inc. or CzSA, no other party may carry out a repair or replacement of the Product under this warranty.



## WORLDWIDE PRODUCT WARRANTY

The Owner must deliver the Product or part to the authorized PiperSport Service Center for repair or replacement under this warranty. The Owner may choose any authorized PiperSport Service Center that is an authorized PiperSport Service Center at the time when the Product is delivered for repair or replacement. For the avoidance of doubt, Piper Inc. nor CzSA will not be liable for any costs in connection with the delivery or collection of the Product nor for any loss of use of the Product pending warranty repair or replacement.

### 3.3 Duration of repair

CzSA will use its efforts to ensure that the repair/replacement time is as short as reasonably possible, given the nature of the Defect and other circumstances. However, for the avoidance of doubt, CzSA does not guarantee any specific time of repair under this warranty.

### 3.4 Ownership and risk

The ownership and risk of damage to the Product pending the warranty repair will remain with the Owner. CzSA and the authorized PiperSport Service Center may use/fly the Product for testing, but solely in relation to the warranty repair/replacement. To the extent permitted by law, CzSA disclaims any liability for damage to the Product pending warranty repair or replacement by the authorized PiperSport Service Center. The liability of the authorized PiperSport Service Center for any damage caused to the Product will be assessed under the relevant law of the country in which the authorized PiperSport Service Center is operating.

Title to any replaced Product or part transfers to CzSA upon replacement.

### 3.5 Payments for shop labor

CzSA will pay for troubleshooting and shop labor costs for warranty repair/replacement only in following conditions:

- a) CzSA will request a report where is exactly specified:
  - The defect
  - The procedure of finding it (together with photo documentation)
  - The procedure of solving it (together with photo documentation)
- b) CzSA will request the invoice for the repair, issued by the authorized PiperSport service center where the repair was made.

CzSA reserve the right to make decision how many hours of work will pay (according to evaluation of CzSA engineers and technics).

## 4. EXCLUSIVE REMEDY AND DISCLAIMER

### 4.1 Exclusive remedy

For the avoidance or doubt, the claim by the Owner for repair or replacement of the Product or part is the only remedy under this warranty. To the extent that such claims can be waived under law, the Owner shall not be entitled to the compensation of any costs, damages or loss of use of the Product that are caused by a Defect.

### 4.2 Disclaimer

CzSA disclaims:

(A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS,

(B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF IN TRADE, AND

(C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT IT ARISES FROM THE NEGLIGENCE OF CZSA, DISTRIBUTOR, AUTHORIZED SERVICE OR ANY ASSIGNEE OF CZSA, ACTUAL OR IMPUTED.

## 5. GENERAL

### 5.1 Governing law and jurisdiction

This warranty is governed by the laws of the Czech Republic. Any disputes arising from this warranty may be submitted to the relevant Czech court. If the Distributor accedes to this warranty, any disputes with the Distributor may also be submitted to a relevant court in the country of such Distributor.



## WORLDWIDE PRODUCT WARRANTY

### 5.2 Accession by Distributor

This warranty constitutes an obligation of CzSA. The Distributor may, at its discretion, issue a separate warranty or accede to this warranty. Accession to this warranty does not alter its terms. Distributor may, at its own discretion,

include different terms in such a separate warranty, including a different governing law and dispute resolution forum. For the avoidance of doubt, CzSA will not be liable under such separate warranty nor will the Distributor be liable under this warranty.

### 5.3 No assignment or transfer

No rights of the Owner under this warranty may be assigned or transferred to any third party. For the avoidance of doubt, this warranty does not transfer with the Product if the Owner transfers the Product to a third party, except with the written consent by CzSA.

### 5.4 No waiver or extension

For the avoidance of doubt, the discretionary non-application by the Owner of any condition or exclusion under this warranty shall not constitute the waiver of any rights of CzSA under this warranty.

No discretionary waiver of terms or extension of warranty for any other customers of CzSA will constitute any right of the Owner under this warranty and it will always be at the discretion of CzSA whether such waiver or extension is also granted to the owner.

### 5.5 Design changes

For the avoidance of doubt, the Owner will have no claim for repair or replacement under this warranty merely on the basis that CzSA will have made a change in the design or material of its products. CzSA will not have any obligation to incorporate such change in the Product.

Date: \_\_\_\_\_

**I have read and accepted the above terms.**

\_\_\_\_\_  
Name:  
The Owner

**Warranty confirmed on behalf of CzSA by:**

*Tomas Marsalek, QC*

\_\_\_\_\_  
Name:  
Function: