

# **Schedule 25**

## **Warranty**

<b>AIRBUS</b>	AHUK General Warranty Terms	Revision	V1.1
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## 9 – WARRANTY

### 9.1 General

The Contractor warrants that the Articles and Services provided, except the turbine engine(s), specific equipment with a STC mentioned in the Contract (if any) and MEGHAS avionics equipment, are free from defects in material and workmanship under normal use and service and that software identified in the applicable Helicopter specification substantially provides the functions set forth in the said specification or in the applicable SB.

The turbine engine(s) as well as the MEGHAS avionics equipment installed in the Helicopter and STCs equipment identified in the Contract are covered by the warranty granted by the manufacturers of these items (Safran Helicopter Engines, Pratt & Whitney, Thales and concerned STC holder), and shall be managed by the Contractor on behalf of the Authority, the benefits of which the Contractor hereby assigns on to the Authority who hereby acknowledges and accepts such assignment.

The Contractor hereby agrees to the management of all warranty claims on behalf of the Authority using reasonable endeavours to adhere to timescales specified by Airbus Helicopters following discovery of any defective parts.

The Contractor will compensate reasonable transportation costs outbound from the Authority premises to the Contractor's premises for the parts for which the benefit of the warranty has been granted by the Contractor. The Authority shall send the invoice to the Contractor by the end of each quarter and in any case not later than three (3) months after the acceptance by the Contractor of the warranty claim. Corresponding credit notification will be issued on a quarterly basis by the Contractor and shall be applicable to spare parts and/or R&O invoice(s). Insurance, customs expenses and other charges as well as the expenses incurred by the Authority for the removal, re-installation, calibration and troubleshooting operations with respect to such parts shall be borne by the Authority.

For parts for which the benefit of the warranty has been granted by the Contractor, the return transportation costs to the Authority premises shall be borne by the Contractor.

The warranty exclusions are as follows:

- in the event of a defect that is the result of normal wear and tear, or
- if the parts has suffered an accident, or
- if the parts have not been delivered by the Contractor, or
- if the defect is partly or wholly caused by a defective item not provided by the Contractor, or
- if the software or the host media is exposed to any computer virus or to any conditions in excess of those published in the applicable manuals, documentation and instructions delivered by the Contractor, as well as any alteration and/or modification not validated by the Contractor, having an impact on the software, or
- normal wear and tear of item(s) such as, but not limited to, seals, tires, inner tubes, bulbs, packings and similar consumables parts.

The warranty is granted to the Authority personally.

As a consequence, should the Authority sell a Helicopter during the warranty period, it undertakes to notify the Contractor of the new owner's name at the time of the transfer of title. Notwithstanding, any request for warranty transfer to any third party within the six (6) months following the Helicopter's

delivery is subject to the prior written consent of the Contractor. Should the Authority want the warranty to be managed by a third party, it shall then provide the Contractor with a power of attorney authorizing the said third party to act on its behalf.

The warranty constitutes the Contractor's, sole liability in case of breach of the warranty obligation, and is exclusive and in lieu of any other warranty or remedy available under the Contract or at law (to the extent permitted at law).

## 9.2 Warranty period

The Contractor's obligation under the warranty is limited to the repair - or replacement at the Contractor's discretion - of the allegedly defective Articles or Services that have been returned to its facility (by the Contractor on behalf of the Authority) and, at the time of any repair or replacement have been recognised by the Contractor after expert investigation as defective. To be eligible under this warranty, the alleged failure must have occurred within the time-limits mentioned here-after:

- For new civil Helicopter(s) in baseline definition and installed optional equipment
  - Within two thousand (2,000) flying hours or thirty six (36) months after their acceptance at the Contractor's factory, whichever event occurs first.
- For Spare Part(s) and SB kit(s):
  - Within one thousand (1,000) flying hours or twelve (12) months from the time they are fitted to the Helicopters or twenty four (24) months after their delivery from the Contractor's factory, whichever event occurs first.
- For tool(s):
  - Within twenty four (24) months after their delivery from the Contractor's factory.
- For Training Item(s):
  - Within the twelve (12) months after their delivery from the Contractor's factory.
- For repaired, overhauled and standard exchange Parts, and used Part(s):
  - Within five hundred (500) flying hours or six (6) months from the time they are fitted to the Helicopters or twelve (12) months after their delivery from the Contractor's site, whichever event occurs first.
  - For repaired Part, the warranty is limited to the repair done and/or the components of the Parts replaced.
- For tools repaired, overhauled or returned for calibration:
  - Within twelve (12) months after their delivery from the Contractor's site.
- For workmanship:
  - Within five hundred (500) flying hours or six (6) months from the signature date of the acceptance certificate for such workmanship by both Parties, whichever event occurs first.
- Warranty periods in case of sale of pre-owned Helicopter(s) are defined in the relevant Specific Annex.

Software identified in the applicable Helicopter specification shall only be considered as non-conforming, if there are substantial deviations of the functions supported by software from the Helicopter specifications. The Contractor will remedy such non-conforming software for the considered Helicopter by, at its sole discretion, either providing a correction release of the software or by finding a reasonable workaround. Such remedy will be carried out for the benefit of the Authority and the Authority will be notified as soon as reasonably practicable. The Authority shall supply the Contractor with all necessary information and documentation in its possession, to enable the Contractor to investigate and rectify such non-conforming software. The Contractor warrants the software identified in the applicable Helicopter specification provided that any alleged non-conformity is notified by the Authority to the Contractor within one hundred and eighty (180) calendar days from the date of delivery of the Helicopter to the Authority.

The warranty conditions for software embedded in the delivered spare parts or in the delivered repaired/overhauled/ standard exchange part shall be the ones applicable to the software delivered with the Helicopter, as mentioned in the previous paragraph.

Any SaaS, including any and all of their supporting elements and content, are provided "as is" and "as available".

The warranty period on the repaired or replaced part(s) shall be a continuation of the original warranty period that was remaining on the respective defective Part. The Part(s) removed for which the Contractor supplies a replacement part(s) shall become the property of the Contractor.