



Avgroup Warranty Policy

Avgroup will, at its option, repair, replace, or refund the purchase price of goods found defective during the warranty period defined below.

New or overhauled parts, except where otherwise noted, carry a six (6) month, three hundred (300) hour, or three hundred (300) cycle warranty, whichever occurs first from date of shipment.

Repaired/serviceable parts carry a three (3) month, one hundred (100) hour, or one hundred (100) cycle warranty, whichever occurs first from date of shipment.

For high-wear items, such as brakes and starter generators, the exclusive remedy for a warranty claim will be the repair of the defective unit.

If any unit returned for claimed warranty is found to be functional with no defects, Avgroup reserves the option to invoice the customer for any costs incurred in the recertification of that unit.

In cases where Avgroup has provided a warranty exchange unit, the warranty does not extend beyond the original warranty period. Refunds for time or cycle-limited units returned for credit on warranty claim will be prorated for actual utilization.

Avgroup reserves the right to deny warranty on any unit subjected to abuse, neglect, improper handling or use, damage or invasion of seals. Warranty repair at any non-Avgroup facility is not authorized under any circumstances.

Avgroup shall in no event be liable to customer, nor shall customer recover from Avgroup, for injury to persons or damage to property or for any loss or damage due to down time or lost profits or any other loss (economic or otherwise) arising out of or in connection with the sale, delivery, assembly, disassembly, repair, use, installation or presence of products (or any part thereof) sold or distributed by or through Avgroup to customer, whether arising from any claim based upon contract, warranty, tort, products liability, strict liability, failure of essential purpose or any other legal or equitable theory, except in the case of and only to the extent of a willful and wrongful act or omission of Avgroup, provided, however, in no event shall Avgroup be liable to customer nor shall customer recover from Avgroup for incidental, special, indirect or consequential damages, whether arising from contract, warranty, tort, products liability, strict liability, failure of essential purpose or any other legal or equitable theory, even if Avgroup has been advised of the possibility thereof. Any action for an alleged breach of any contract of sale or of any warranties relating to any product(s) sold by Avgroup to customer must be commenced by customer within one (1) year of the date on which such cause of action accrued.

THE REPAIR AND REPLACEMENT OBLIGATIONS CONTAINED IN THIS PARAGRAPH SHALL BE THE SOLE AND EXCLUSIVE OBLIGATIONS OF AVGROUP AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO PRODUCTS PURCHASED FROM OR THROUGH AVGROUP THE WARRANTIES CONTAINED HEREIN ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES OR OBLIGATIONS WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BOTH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

Some states prohibit or limit the exclusion or limitation of incidental or consequential damages in consumer transactions, so the above limitation may not apply fully to you. You should check your local law to determine the extent of your rights.