



Ascend 172 Limited Warranty

- LIMITED WARRANTY:** Workmanship (defect as a consequence of Yingling Aviation labor), misc. wiring and hardware (switches, relays), etc. are warranted against defect for the first two hundred, (200) tachometer hours or for a period of one, (1), year from the date the aircraft is delivered to the original retail Purchaser/Lessee, whichever occurs first. These warranties apply only if the aircraft/product is repaired at a Yingling Aviation Authorized Service Facility.

Yingling Aviation does not warrant parts, material, components, equipment or services supplied or performed by other companies, if any, but agrees to use its best efforts to ensure that the suppliers' and subcontractors' warranties with respect to such parts, materials, components, equipment or services will be extended to cover and be enforceable by the Customer. Yingling Aviation will act for its Customers in the processing of any claims or adjustments arising out of and because of defective parts, materials, components, equipment or workmanship in accordance with such suppliers and subcontractors' warranties.

This warranty is the only express warranty made, and there are no other express warranties except as made herein. Repair or replacement as provided herein are the exclusive remedies for a breach of the express warranty given herein. This warranty shall not apply to any aircraft, or product, which in the judgment of Yingling Aviation has been repaired or in any way altered or modified so as to adversely affect its performance or reliability, or which has been subjected to alteration, misuse, negligence, mishandling, or accident. This warranty shall not apply to normal wear & tear and/or normal consumable items, or if the aircraft has been subject to repairs not authorized by Yingling Aviation.

Implied warranties of merchantability or fitness for a particular use are limited in duration to the duration of the express warranty given herein. There is no warranty covering, and Yingling Aviation shall not be liable for, any consequential damages, incidental damages, incidental expenses, down time of the aircraft, and/or loss of revenue.

All warranty repair Work will only be performed by a Yingling Aviation Authorized Service Facility during normal business hours.

- LIMITED LIABILITY:** To the fullest extent permitted by law, Yingling Aviation's liability on any claim of any kind will in no case exceed the price allocable to the article or Workmanship which gives rise to the claim. Any such liability shall be conditional on Customer providing prompt written notice to Yingling Aviation of any claim and, in any event, within thirty (30) days from the date of occurrence of the claim unless the parties have agreed in writing to a different claim period.
- CHANGES IN DESIGN:** Yingling Aviation shall have the right to incorporate minor changes in design, construction, installation, and substitute equivalent equipment, accessories, parts or material where such changes are deemed necessary by Yingling Aviation to improve product control, performance, reliability, utility, manufacture or appearance of the goods or material supplied in aircraft/product. If due either directly or indirectly to governmental prohibitions, restrictions or priorities, any of the materials of construction specified or contemplated for the aircraft/product are not readily procurable for use for its intended purpose, then Yingling Aviation shall have the right to substitute other suitable material.