

Harper Engineering Company Manufacturer's Warranty

1.0 Manufacturer

Harper Engineering Company
700 S.W. 7th Street
Renton, WA 98057

2.0 Covered Product

Any Product sold by Harper Engineering Company (hereafter "Harper") and identified by Harper part number on the Harper Packing Slip / Certificate of Conformance.

3.0 Customer

The Customer listed on the Packing Slip / Certificate of Conformance, including each successive buyer within the warranty period.

4.0 Warranty Coverage

Harper warrants the Covered Product to meet all intended Harper requirements, material, and workmanship for 48 months from date of shipment (the "Warranty Period"). This warranty is assigned to the original Customer and each successive buyer or authorized transferee within the Warranty Period.

Harper will evaluate the Warranty Coverage's applicability to the Covered Product and whether the product falls under Warranty Exclusions or outside of the Warranty Period, and in Harper's sole determination will either accept or provide written notice of the rejection of the Warranty Coverage (see Section 7). Harper will repair Covered Products, or, alternatively, in Harper's sole determination, if the repair or labor costs exceed the original product price or fair market value, then replace, free of charge, any part proving defective in Harper's requirements, material or workmanship. All warranty repairs and service must be performed by authorized Harper technicians at an authorized Harper facility.

For each repaired or replaced Covered Product, the following additional warranties are extended:

- Covered Product: For a repaired or replaced Covered Product, the warranty will extend for the remaining time from the warranty coverage period of 48 months or 18 months, whichever is longer;
- Repaired or Replaced Portion of the Covered Product: For any portion of a Covered Product that is repaired or replaced, the warranty will extend for the remaining time from the warranty coverage period of 48 months or 18 months, whichever is longer.

For each Covered Product repaired by Harper not under warranty, Harper will warrant the Covered Product or modified portion of Covered Product for workmanship and materials (as defined herein) for 18 months from the date of shipment of Covered Product to Customer.

5.0 Warranty Exclusions

This warranty does not apply to any costs, repairs, or services for the following:

- Repairs necessitated by unauthorized modifications, including, without limitation:
 - Removal or addition of components outside of Harper Engineering drawings;
 - Evidence of tampering.
 - Lost or misplaced lock combinations;
 - Removal or missing part marking.
- Damage resulting from misuse, abuse, accidents, alterations, or improper installation.
- Service calls to correct the installation of the Covered Product, or to explain the usage of the Covered Product to the Customer.
- Repairs necessitated by usage not in conformance with instructions, requirements, or specifications.
- Corrective work necessitated by repairs made by anyone other than a Harper authorized technician or at a Harper authorized facility.
- Damage caused by natural disaster, theft, or loss of the Covered Product.

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6.0 Non-Warranty Fees, If Applicable:

- **Evaluation Fee:** Evaluation Fees will not be charged to the Customer on repair or replacements made under this Manufacturer's Warranty. For non-warranty returns or warranty claims judged to be non-warranty, an Evaluation Fee of either \$250.00 or the current Evaluation Fee will be applied per evaluated product (Harper may reasonably revise the Evaluation Fee in its sole determination).
- **Labor Fee:** Labor Fees will not apply for products covered under this Manufacturer's Warranty. For non-warranty returns, or warranty claims judged to be non-warranty, an hourly Labor Fee of either \$135.00 or the then-current hourly Labor Fee will be applied (Harper may reasonably revise the Labor Fee in its sole determination).
- **Scrap Fee:** Scrap Fees will not apply for products covered under this Manufacturer's Warranty. For non-warranty returns that have been determined not economically repairable or the customer declines a replacement or return of product, a Scrap Fee of either \$85.00 or the then-current Scrap Fee will be applied (Harper may reasonably revise the Scrap Fee in its sole determination).
- **Shipping Fee:** Shipping Fees will not apply for products covered under this Manufacturer's Warranty. For non-warranty returns, or warranty claims judged to be non-warranty, Shipping Fees will apply.

7.0 How to Obtain Warranty Service

PARTS SHALL NOT BE RETURNED WITHOUT PRIOR AUTHORIZATION FROM HARPER; WHEN INSTRUCTED BY HARPER, CUSTOMER SHALL RETURN THE DISCREPANT PART TO A PROPER AUTHORIZED HARPER FACILITY.

Customer shall first notify Harper at [Returns@harperengineering.com](mailto>Returns@harperengineering.com) of any defect, malfunction or nonconformity, and provide the following:

- Non-Conformance Report (comprised of the following information):
 - Part Number (Reference Manufacturer's Part Number if Customer part is being returned)
 - Quantity
 - Date of Manufacture
 - Lot Number
 - Explanation of Non-Conformance
 - Photos/Video of Non-Conformance (upon request)
 - Ship and Bill-to Addresses, and Shipping Instructions.
 - If Customer is an airline, specify:
 - Repair Manual to use (e.g., "Repair in accordance with O.E.M.'s latest CMM").
 - Required Certification (FAA, EASA or Dual Certification).

If it is determined the reported issue is not under Warranty, Harper will notify Customer and provide both a teardown report and quote. Harper shall require Customer authorization for any subsequent repairs or disposition. Customer authorizes Harper to return the discrepant part determined to be not under warranty if no response is given within 3 months after notification of disposition. Harper reserves the right to charge Evaluation Fees, Labor Fees, Scrap Fees and Shipping Fees accordingly.

8.0 Limitation of Damages

To the fullest extent provided by law, in no event will Harper be liable for incidental, direct, indirect, unforeseen, or other consequential damages for breach of this warranty, including business interruption or lost profits.

Additionally, to the fullest extent allowed by the local law of jurisdictions outside the United States, Harper disclaims all implied warranties or conditions, including any implied warranties of merchantability and fitness for a particular purpose. For all transactions occurring in the United States, any implied warranty of condition of merchantability, satisfactory quality, or fitness for a particular purpose is limited to the duration of the express warranty set forth above.

9.0 Revision History

Revision	Changes	Date	By
NEW	Updated formatting & title to reflect current HE document numbering system.	7/22/2020	T. Commare