

EXHIBIT B

PBS AEROSPACE INC.

CUSTOMER/ END USER LIMITED WARRANTY AND LIABILITY

1. Warranties.

(a) PBS Aerospace Inc, a Georgia Corporation that is a division of PBS GROUP, a.s. in the Czech Republic ("**PBS**"), warrants to the individual purchaser/end-user of its experimental category engine ("**Engine**") that for a period of twelve (12) months ("**Warranty Period**") the Goods will materially conform to the specifications stated in Manufacturer's published specifications in effect as of the date of this Agreement and will be free from material defects in material and workmanship. The 12-month Warranty Period starts to apply – **EITHER** at first operation of the Goods **OR** twelve (12) months after the delivery of the Goods at designated place (for the event the Goods have not been put in operation). Which one of the two events occurs earlier will determine from when the Warranty Period commences.

(b) Products manufactured by a third party ("Third Party Product") may be contained in, attached to or packaged together with the Engine. Third Party Products are not covered by the warranty in Section 1(a). For the avoidance of doubt, PBS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT. Should the customer/ end-user have any concerns or potential claims with respect to Third Party Product, PBS will assist in providing Third Party Product contact information.

(c) PBS' LIMITED WARRANTY STATED IN SECTION 1(a) IS THE ONLY WARRANTY WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, THAT PBS MAKES WITH RESPECT TO THE ENGINE, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) EXCEPT AS STATED IN CLAUSE 1(a) ABOVE, PBS DOES NOT MAKE ANY REPRESENTATIONS AND WARRANTIES TO ANY CUSTOMER/ END-USER OR THIRD PARTY WITH RESPECT TO ANY ENGINES PURCHASED BY THE CUSTOMER/END-USER FROM THE EXPERIMENTAL CATEGORY AERIAL VEHICLE "KIT" PRODUCER OR EXPERIMENTAL ENGINE RESELLER TO WHOM PBS SOLD THE ENGINE. CUSTOMER/ END-USER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY TO ANY OTHER PERSON.

(e) PBS will not be liable for a breach of the warranty set forth in Section 1(a) unless: (i) the customer/ end-user gives written notice of the defect, reasonably described, to Seller within 15 days of the time when the customer/ end-user discovers or should have discovered the defect; (ii) PBS is given a reasonable opportunity after receiving the notice to examine the Engine and the customer/ end-user (if requested to do so by PBS) returns the Engine to a location that PBS identifies at PBS's cost for the examination to take place there; and (iii) PBS reasonably verifies the customer/ end-user claim that the Engine is defective.

(f) PBS will not be liable for a breach of the warranty set forth in Section 1(a) if: (i) the customer/ end-user makes any further use of the Engine after giving notice; (ii) the Engine has been subject to misuse, neglect, or accident; (iii) the defect arises because the customer/ end-user failed to follow oral or written instructions or level of care deemed

reasonable as to the storage, installation, manipulation, commissioning, use or maintenance of the Engine; or (iv) the customer/ end-user alters or repairs the Engine.

(g) Subject to Section 1(e) and Section 1(f) above, with respect to any Engine during the Warranty Period, PBS shall, in its sole discretion, either: (i) repair or replace it with a new or rebuilt Engine or (ii) credit or refund the price of the Engine at the pro rata contract rate provided that, if PBS so requests, the customer/ end-user shall, at PBS' expense, return the Engine to PBS.

(h) THE REMEDIES SET FORTH IN SECTION 1(f) ARE THE CUSTOMER/ END-USER'S SOLE AND EXCLUSIVE REMEDY AND PBS' (AND ITS AFFILIATES') ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 1(a) OR USE OF THE ENGINE.

2. **Limitation of Liability.**

(a) IN NO EVENT WILL PBS (OR ITS AFFILIATES) BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS WARRANTY OR USE OF THE ENGINE, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE CUSTOMER/ END-USER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT WILL PBS' (OR ITS AFFILIATES') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS WARRANTY OR CUSTOMER/ END-USER'S USE OF THE ENGINE, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID BY THE CUSTOMER/ END-USER FOR THE ENGINES.

This warranty, exclusions, limitations, and disclaimers are governed by the laws of the State of Georgia, excluding its conflicts of laws rules.

CUSTOMER/ END-USER

Name (Print): _____

Signature: _____

Date: _____

Address/Seat: _____
