



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 136904

SO Doc Code: CRFG

Procurement Type: Central Purchase Order

SO Dept: 0215

Vendor ID: 00000233264

SO Doc ID: AVN1600000001

Legal Name: VECTOR AEROSPACE HELICOPTER SE

Published Date: 9/17/15

Alias/DBA:

Close Date: 9/29/15

Total Bid: \$295,409.00

Close Time: 13:30

Response Date: 09/29/2015

Status: Closed

Response Time: 13:28

Solicitation Description: Addendum 4 Paint Removal/Repaint & Avionic Equip Upgrd Helic

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 136904

**Solicitation Description :** Addendum 4 Paint Removal/Repaint & Avionic Equip Upgrd Helic

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-09-29 13:30:00	SR 0215 ESR09291500000001385	1

**VENDOR**

000000233264

VECTOR AEROSPACE HELICOPTER SE

**FOR INFORMATION CONTACT THE BUYER**

Laura E Hooper  
 (304) 558-0468  
 laura.e.hooper@wv.gov

Signature X	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Exhibit A Price Sheet Item 1	1.00000	LS	\$34,488.000000	\$34,488.00

Comm Code	Manufacturer	Specification	Model #
78181800			

**Extended Description :** Remove exterior paint and repaint the interior and exterior per Agency Specifications.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Exhibit A Price Sheet Item 2	1.00000	LS	\$255,125.000000	\$255,125.00

Comm Code	Manufacturer	Specification	Model #
78181800			

**Extended Description :** Remove designated equipment in Section 4.1.2 and provide and install as required items in 4.1.3 thru Section 4.1.8

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Exhibit A Price Sheet Section B	1.00000	LS	\$5,796.000000	\$5,796.00

Comm Code	Manufacturer	Specification	Model #
78181800			

**Extended Description :** Section B Flight time calculation to fly round trip from Charleston, WV Yeager Airport to contractor's facility in nautical miles  
The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia Aviation Division to establish a one-time purchase contract for paint removal, re-paint (interior and exterior), provide selected equipment



Vector Aerospace USA, Inc.  
dba Vector Aerospace Helicopter Services USA  
22378 Billie Blackmon Road  
Andalusia, Alabama 36421  
Toll Free: 1-888-729-2276  
Tel: 334-222-1277  
Fax: 334-222-1954  
www.vectoraerospace.com

September 28, 2015

West Virginia Department of Administration  
Purchasing Division  
2019 Washington St. East  
Charleston, WV 25305

Attention: Laura E. Hooper, MBA, Senior Buyer – File 21

**RE: CRFQ 0215 AVN160000001  
Paint removal/repaint & avionics equipment upgrades for the Bell TH-67  
aircraft N61528, S/N 5269**

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Vector Aerospace Helicopter Services Inc., through its wholly owned U.S. business Vector Aerospace USA, Inc. dba Vector Aerospace Helicopter Services USA (“**Vector**”), is pleased to provide this bid in response to the State of West Virginia Aviation Division’s Request For Quote dated August 19, 2015 (the “**RFQ**”).

Vector Advantage

Within the Vector Aerospace group, Vector is a global-leader specializing in rotary wing maintenance, repair, and overhaul (“**MRO**”) services. Vector is a longstanding FAA part 145 approved Repair Station rated for airframe, components, engines and avionics with an unsurpassed reputation for quality workmanship. Vector is committed to applying the highest principles of aviation safety for its customers. With over 15 years of experience in maintenance, repair and overhaul services, Vector is proud to provide its team of highly trained technicians to support the State of West Virginia at highly competitive rates.

In addition, as an ISO 9001:2008 and AS9110B certified organization, Vector’s well-established quality management system (“**QMS**”) meets or exceeds all quality requirements applicable to aerospace suppliers, and specifically MRO business processes. The Vector QMS is in compliance with the requirements of the USA Federal Aviation Regulation (FAR) Part 145 and the Canadian Aviation Regulations (CAR) 573. In addition, the AS9110B certification elevates Vector’s QMS to the global standard adopted by the most demanding companies in the aerospace industry, thus providing significant confidence to our customers.

Installation Site

Vector proposes to perform the scope of work as specified in the RFQ at Vector’s facility in Andalusia, Alabama.

Contents

Please find enclosed Vector's submission in response to the RFQ, consisting of:

- 1) RFQ cover page, duly signed;
- 2) Acknowledgement of addendums #1, #2, #3 and #4, duly signed;
- 3) Exhibit "B" Product Submission Identification page;
- 4) Certification and Signature Page, duly signed;
- 5) Purchasing Affidavit, duly signed and notarized;
- 6) Vendor Preference Certificate, duly signed;
- 7) Vector's certificates of approval, including:
  - a. Vector's 14 CFR part 145 FAA Air Agency Certificate;
  - b. Certificate of Registration ISO 9001:2008 + AS9110B:2012; and
- 8) Vector's standard warranty policy #255A (1114).

Contact Information

For the purposes of section 11.1 of the RFQ, Vector's "Contract Manager" responsible for overseeing Vector's responsibilities under the awarded contract shall be:

Name: **Shaun Stubbs**  
Director, Customer Support  
Direct: (334) 428-6004  
E-mail: shaun.stubbs@vectoraerospace.com

If you have any questions regarding this proposal or require additional information, please do not hesitate to contact:

Name: **Greg Mant**  
Regional Sales Manager, Eastern United States & Canada  
Cellular: (514) 290-6722  
E-mail: greg.mant@vectoraerospace.com

We trust that this proposal is to your satisfaction and hope it will be considered favorably.

Yours truly,



**Andrew Park**  
Manager, Commercial



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation

Proc Folder: 136904

Doc Description: Paint Removal/Repaint & Avionic Equip Upgrd of Bell Helicopt

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-08-19	2015-09-17 13:30:00	CRFQ 0215 AVN1600000001	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:  
 Vector Aerospace USA, Inc.  
 22378 Billie Blackmon Road  
 Andalusia, Alabama 36421

**FOR INFORMATION CONTACT THE BUYER**

Laura E Hooper  
 (304) 558-0468  
 laura.e.hooper@wv.gov

Signature X  Andrew Park  
 Manager, Commercial FEIN # 94-3331839  
 DATE Sept 28, 2015

All offers subject to all terms and conditions contained in this solicitation

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: AVN1600000001**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Vector Aerospace USA, Inc.

Company



Andrew Park - Manager, Commercial  
Authorized Signature

September 28, 2015

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

**Exhibit B - Product Submission Identification Page**

Item Number	Description	Vendor Alternate Submitted Brand	Alternate Brand Model Number
4.1.3.1	Garmin GTN 750 GPS/NAV/COM 16Watt with Helicopter Terrain Awareness and Warning System or Equal	Bid as requested - no alternate submitted	
4.1.3.2	Garmin GTX 330 Transponder or Equal	Bid as requested - no alternate submitted	
4.1.3.3	Garmin GDL 88 or Equal	Bid as requested - no alternate submitted	
4.1.3.4	NAT AMS 44N dual channel radio or Equal	Bid as requested - no alternate submitted	
4.1.3.5	Garmin Flight Stream 210 or Equal	Bid as requested - no alternate submitted	
4.1.3.7	SPIDERTRACKS S-3 (or EQUAL) Night Vision Goggle (NVG)	Bid as requested - no alternate submitted	
4.1.3.8	ARTEX 406mhz or Equal Emergency Locator Transmitter	Section reference incorrect as of addendum 3 - s. 4.1.3.8 is APX 7000 which has been bid as requested.	
4.1.5.8.1	AVALEX AVM 4090 8.4" display or Equal, interfaced to the agency-owned FLIR 8500	Bid as requested - no alternate submitted	
4.1.5.8.2	AVR 8122 recorder or Equal, interfaced to the agency-owned FLIR 8500	Bid as requested - no alternate submitted	
4.1.5.9	PARAVION (or Equal) Engine auto-relight kit	Bid as requested - no alternate submitted	

**Vendors submitting or Equal components Must submit this form with their submitted bid response.**

Vendors should provide equipment specification sheets with their submitted bid response

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Vector Aerospace USA, Inc.

(Company)

 Andrew Park - Manager, Commercial  
(Authorized Signature) (Representative Name, Title)

Tel: 604 276 7695 - Fax: 604 276 7675 - Sept 28, 2015

(Phone Number) (Fax Number) (Date)

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Vector Aerospace USA, Inc.

Authorized Signature: *Paul Cockell* Paul Cockell Date: 08 Sept 2015  
President

Province \_\_\_\_\_  
State of British Columbia

City \_\_\_\_\_  
County of Richmond, to-wit:

Taken, subscribed, and sworn to before me this 28 day of September, 2015.

My Commission expires never, 20    .

AFFIX SEAL HERE



NOTARY PUBLIC \_\_\_\_\_

*Andrew C. Park*  
Purchasing Affidavit (Revised 07/01/2012)

**ANDREW C. PARK**  
Barrister & Solicitor  
Vector Aerospace Helicopter Services  
4551 Agar Drive  
Richmond, BC V7B 1A4  
604-276-7695

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with **West Virginia Code, §5A-3-37**. (Does not apply to construction contracts). **West Virginia Code, §5A-3-37**, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

**1. Application is made for 2.5% vendor preference for the reason checked:**

\_\_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

\_\_\_\_ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

\_\_\_\_ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

**2. Application is made for 2.5% vendor preference for the reason checked:**

\_\_\_\_ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% vendor preference for the reason checked:**

\_\_\_\_ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**4. Application is made for 5% vendor preference for the reason checked:**

\_\_\_\_ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

\_\_\_\_ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

**6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

\_\_\_\_ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

\_\_\_\_ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Vector Aerospace USA, Inc.

Signed:  Andrew Park

Date: Sept 28, 2015

Title: Manager, Commercial

Vector does not maintain a place of business or any employees within the State of West Virginia.

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

# Air Agency Certificate

*Number* I9PR751Y

*This certificate is issued to*

**VECTOR AEROSPACE USA INC.**

*whose business address is*

**22378 BILLIE BLACKMON ROAD  
ANDALUSIA, ALABAMA 36421**

*upon finding that its organization complies in all respects  
with the requirements of the Federal Aviation Regulations  
relating to the establishment of an Air Agency, and is  
empowered to operate an approved* **REPAIR STATION**

*with the following ratings:*

**LIMITED AIRFRAME**

**LIMITED POWERPLANT**

**LIMITED ACCESSORIES (07/21/04)**

**LIMITED INSTRUMENTS (03/07/07)**

**LIMITED RADIO (03/07/07)**

**LIMITED NON-DESTRUCTIVE TESTING (03/07/07)**

*This certificate, unless canceled, suspended, or revoked,  
shall continue in effect* **INDEFINITELY**

*Date issued:*

**FEBRUARY 7, 2001**

*By direction of the Administrator*

*Edward A. Blunt*  
**LINDA E. SILVERTOOTH**

**MANAGER, SO-FSDO-09**

**This Certificate is not Transferable, AND ANY MAJOR CHANGE IN THE BASIC FACILITIES, OR IN THE LOCATION THEREOF,  
SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE REGIONAL OFFICE OF THE FEDERAL AVIATION ADMINISTRATION**

*Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both*



# CERTIFICATE OF REGISTRATION

This is to certify that

## **Vector Aerospace USA, Inc.**

**dba Vector Aerospace Helicopter Services USA**

22378 Billie Blackmon Road, Andalusia, Alabama 36421 USA

The above organization has been audited in accordance with the requirements of AS9104/1:2012. SAI Global Certification Services Pty Ltd dba QMI-SAI Canada Limited located in Toronto, Ontario, Canada is accredited under the Industry Controlled Other Party (ICOP) scheme. The certificate is issued at the accreditation location in Toronto, Canada.

operates a

## **Quality Management System**

which complies with the requirements of

## **ISO 9001:2008 + AS9110B:2012**

for the following scope of registration

**The repair, overhaul, maintenance, modification and testing of aeronautical products including complete aircraft maintenance, aircraft structures, dynamic components. Non-destructive testing of aeronautical products.**

Certificate No.: CERT-0075736  
File No.: 1056970  
Issue Date: May 13, 2014

Original Certification Date: May 12, 2014  
Current Certification Date: May 12, 2014  
Certificate Expiry Date: May 11, 2017

Chris Jouppi  
President,  
QMI-SAI Canada Limited

Samer Chaouk  
Head of Policy, Risk and Certification



AS9110B:2012

## **VECTOR AEROSPACE HELICOPTER SERVICES INC. WARRANTY POLICY**

Vector Aerospace Helicopter Services Inc. (Vector) warrants that Vector will repair or replace any aeronautical product repaired or overhauled by Vector for installation in a certified aircraft that is returned to Vector with transportation charges prepaid that has failed or malfunctioned, or at time of delivery, is defective in material or workmanship, subject to each of the following limitations and exclusions:

1. The period of this warranty is limited as follows:
  - a) Warranty Coverage against defects in Vector workmanship:
    - i) For work related to airframe (or component thereof) structural repair, avionics & rewire, and other unscheduled repairs –limited to 1 year after receipt of goods, or 500 flight hours of operation, whichever period expires first.
    - ii) For work related to Scheduled aircraft maintenance –limited to next arising of the same scope of maintenance.
  - b) New parts or Equipment incorporated by Vector during repair shall be covered only by each Supplier's or OEM's warranty under the eligibility criteria of their respective policies.
  - c) Vector's obligation to repair a failed or defective aeronautical product is further limited as follows:
    - i) Vector warranty will only be applicable to the area of the aeronautical product that was previously repaired by Vector.
    - ii) Cost of the repair will be borne by Vector up to but not exceeding the cost of the previous repair.
    - iii) Warranty repair charges carried out by a third party will not be honored by Vector without prior written permission. Customer supplied parts or units overhauled by other vendors will be warranted by that party.
2. A notice in writing of a warranty claim must be given to Vector no later than 30 (thirty) days after the claimed failure, malfunction, defect, or non-conformity is discovered and the component or accessory must be returned to Vector not later than 90 (ninety) days after such notification is made.
3. This warranty shall not apply to failures, malfunctions, defects or non-conformities of aeronautical products, or parts thereof attributable in whole or in part to the failure to preserve, install, operate, maintain, repair, replace or alter the same in accordance with recommendations by the manufacturer, attributable in whole or in part to misuse, neglect or accident including foreign object damage whether in operation, in transit, or in storage.
4. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING AND IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY NON-CONTRACTUAL LIABILITIES INCLUDING PRODUCT LIABILITIES BASED UPON NEGLIGENCE OR STRICT LIABILITY, ANY ADDITIONAL OR DIFFERENT LIABILITIES ASSUMED BY VECTOR MUST BE CONTAINED IN WRITING AND SIGNED BY AN AUTHORIZED EMPLOYEE OF VECTOR.**
5. The obligations of Vector under this warranty are limited to repair or replacement of aeronautical product or parts thereof as provided herein and do not include any remedy or liability for incidental or consequential damages of any kind, whether for damage to airframe or other property, for bodily injury, for costs of expenses of operation on components, for commercial losses or lost profits due to loss of use or grounding of engines or aircraft or otherwise.

In no event, whether as a result of breach of contract or warranty, alleged negligence or otherwise, shall Vector be liable for special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of components or accessories or other equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, or claims of customers or buyer(s) for such damages.

\*NOTE: All goods shipped to Vector will be EXW Vector's facility. (Incoterms 2010)  
All goods return shipped to the customer will be EXW Vector's facility.