

## **WARNING! NON-CERTIFIED AIRCRAFT ENGINE**

- LYCOMING NON-CERTIFIED ENGINES ARE NOT TYPE CERTIFICATED IN ACCORDANCE WITH TITLE 14, PART 33 OF THE CODE OF FEDERAL REGULATIONS – AIRWORTHINESS STANDARDS: AIRCRAFT ENGINES. Lycoming does not warrant installation instructions, operating instructions, maintenance instructions, or instructions for continued airworthiness for non-certified engines.
- Lycoming makes non-certified engines to customer specifications. The engines can contain design features and/or accessories which include ignition systems and fuel systems that have not been accepted by the federal aviation administration for airworthiness.
- Lycoming does not test or otherwise endorse or warrant any component not supplied as part of a Lycoming engine configuration. Deviations in configuration can adversely affect the airworthiness of the engine and lead to death, personal injury and/or property damage. Regardless of configuration, the applicant for any airworthiness certificate for any aircraft with a Lycoming non-certified engine is solely responsible for determining airworthiness of the engine.
- Lycoming non-certified engines are not made under a Federal Aviation Administration production limitation record (production certificate).
- Operating limitations, including power ratings and recommended operating procedures for non-certified engines can be different from engines that are type certificated under Part 33. Pursuant to Title 14, Section 91.319 of the Code of Federal Regulations, THE APPLICANT FOR ANY AIRWORTHINESS CERTIFICATE FOR ANY AIRCRAFT WITH A LYCOMING NON-CERTIFIED ENGINE IS SOLELY RESPONSIBLE TO ENSURE THE AIRCRAFT (1) IS CONTROLLABLE THROUGHOUT ITS NORMAL RANGE OF SPEEDS AND THROUGHOUT ALL THE MANEUVERS TO BE EXECUTED; AND (2) HAS NO HAZARDOUS OPERATING CHARACTERISTICS OR DESIGN FEATURES.
- Persons who install and operate this Lycoming non-certified aircraft engine do so at their own risk. FAILURE TO ENSURE AIRWORTHINESS CAN CAUSE LOSS OF LIFE, INJURY, OR DAMAGE TO PROPERTY. THE PILOT OF ANY AIRCRAFT SHALL DISCONTINUE THE FLIGHT WHEN UNAIRWORTHY MECHANICAL, ELECTRICAL, OR STRUCTURAL CONDITIONS OCCUR.

## **AGREEMENT FOR USE OF NON-CERTIFIED ENGINE**

**Assumption of Risk:** By installing, operating, or using a Lycoming Non-Certified Engine, YOU acknowledge and agree that YOU understand the risks associated with installing, operating, or using non-certified aircraft engines and/or flying experimental aircraft, including home built aircraft and kit-built aircraft. YOU further acknowledge and understand that there are inherent risks and dangers associated with non-certified aircraft engines and/or experimental aircraft, and YOU knowingly and voluntarily accept and assume responsibility for each of these risks and dangers, and all other risks and dangers that could arise out of or occur during the installation, operation, or use of a Lycoming Non-Certified Engine.

**Release and Waiver:** By installing, operating, or using a Lycoming Non-Certified Engine, YOU hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Avco Corporation, its unincorporated division Lycoming Engines, or any parent, affiliate or subdivision thereof, and each of them, their officers and employees, (collectively, the "Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to the installation, operation, or use of a Lycoming Non-Certified Engine, including any claim as to the structural integrity, performance, flight characteristics, mechanical failures, airworthiness, and safety of the Lycoming Non-Certified Engine and aircraft, even when such personal injury, accident or illness (including death), and/or property loss is caused by the negligence of the Releasees.

**Indemnification and Hold Harmless:** By installing, operating, or using a Lycoming Non-Certified Engine, YOU hereby agree to INDEMNIFY, DEFEND, AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to the installation, operation, or use of a Lycoming Non-Certified Engine, even when such personal injury, accident or illness (including death), and/or property loss is caused by the negligence of the Releasees.

# **Limited Warranty**

## **NEW NON-CERTIFIED RECIPROCATING AIRCRAFT ENGINES**

### **WARRANTY LIMITATIONS SUBJECT TO CONSUMER LAW**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LYCOMING ENGINES, A DIVISION OF AVCO CORPORATION ("LYCOMING") DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST HIDDEN OR LATENT DEFECTS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, LYCOMING LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT LYCOMING'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW.

### **LIMITATION OF LIABILITY**

YOUR SOLE REMEDY FOR A BREACH OF THIS WARRANTY OR ANY DEFECT IN YOUR NON-CERTIFIED ENGINE IS AS PROVIDED BY THIS WARRANTY. IN NO EVENT WILL LYCOMING BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; OR LOSS OF REPUTATION, DAMAGE TO THE ENGINE OR OTHER PROPERTY (INCLUDING THE AIRCRAFT IN WHICH THE ENGINE IS INSTALLED), COSTS RESULTING FROM REQUIRED MODIFICATIONS TO ENGINE COMPONENTS AND ASSEMBLIES, CHANGES IN RETIREMENT LIVES AND OVERHAUL PERIODS, LOCAL CUSTOMS FEES AND TAXES, AND COMMERCIAL LOSSES OR LOST PROFITS DUE TO LOSS OF USE OF ANY. LYCOMING'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS RELATED TO ANY ENGINE SHALL IN NO CASE EXCEED THE ORIGINAL SALES PRICE OF THE NON-CERTIFIED ENGINE.

#### **1. What is covered by this Limited Warranty?**

Lycoming warrants each new non-certified Lycoming engine against defects in material or workmanship for the Warranty Period when used normally in accordance with applicable regulations and Lycoming's technical publications.

#### **2. What is the Warranty Period?**

This Limited Warranty shall commence on either the date first placed into service by the original retail purchaser or twenty-four (24) months after the engine is first shipped from Lycoming, whichever occurs first, and shall extend for a period of twenty-four (24) months or 2200 hours, whichever occurs first.

#### **3. What is not covered by this Limited Warranty?**

This Limited Warranty does not cover normal maintenance services, replacement of service items, costs incidental to the loss of use of the engine, or any engine or part that, in Lycoming's sole judgment, experienced damage due to the following:

- Corrosion, pre-ignition, detonation, cylinder glazing, or stuck valves;
- Misuse, negligence, abuse, improper installation, or accident;
- Operation outside of Lycoming's published specifications, including use of non-approved fuels or lubricants;
- Acts of nature (e.g., earthquakes; floods; volcanoes; ingestion of dust, dirt, or debris; etc.);
- Improper repair, maintenance, adjustment, or installation; or
- Use or incorporation of parts other than genuine Lycoming parts or parts reconditioned or altered in a manner not approved by Lycoming.

Lycoming discourages the use of non-Lycoming aftermarket parts that are not Lycoming OEM approved because such parts may impact the engine's ability to maintain performance during its anticipated service life. This Limited Warranty does not cover repairs that incorporate aftermarket or non-genuine Lycoming parts. Lycoming may void this Limited Warranty if it determines that improper repair, maintenance, alteration, or installation of the engine, or incorporation of any after-market or non-genuine Lycoming part has affected the durability, safety, or reliability or damaged any Lycoming part.

#### 4. What are your responsibilities?

You must contact an authorized Lycoming distributor for assistance with filing your warranty claim within thirty (30) days of suspecting any potential warranty claim in your Lycoming non-certified engine. Before receiving warranty service, Lycoming or its agents may require that you respond to questions designed to assist with diagnosing potential issues, and you must follow Lycoming's directions for obtaining warranty service. You may be required to ship the engine back to Lycoming, and you may also be required to return additional components, documents, or photographs necessary to evaluate the claim. If you fail to comply with these requirements, Lycoming may, at its sole option, deny your warranty claim.

#### 5. What will Lycoming do to resolve your warranty claim?

If during the Warranty Period you submit a valid claim to an Authorized Lycoming Distributor in accordance with this Limited Warranty, Lycoming will, at its option:

- (i) Reimburse you for the following costs associated with correcting the warranty related issue:
  - **Parts.** At Lycoming's discretion, Lycoming will either authorize repair of parts or use of warranty replacement parts that may be either new, rebuilt, or overhauled. Such parts will be warranted for the balance of the original engine warranty period.
  - **Labor:** Lycoming will reimburse the cost of labor deemed by Lycoming as necessary to repair the engine and as provided by the latest edition of Lycoming's Removal and Installation Labor and Allowance Guidebook. Except when deemed appropriate by Lycoming, labor costs for diagnosis and/or engine, propeller or cowling removal and installation will not be reimbursed.
- (ii) Provide you a pro-rata credit towards the cost a replacement Lycoming engine. Your Pro-Rata Warranty Credit shall be computed as follows:

$$\text{Prorated Warranty Credit} = \left(1 - \frac{\text{Documented Engine Hours}}{2,000}\right) \times (\text{Current Engine List Price} + \text{Authorized Labor Cost})$$

Authorized Labor Cost shall be as provided by the latest edition of the Removal and Installation Labor and Allowance Guidebook. In addition, Lycoming will reimburse you for standard surface freight charges incurred with respect to any warranty replacement or repair. Use of expedited shipping must be preapproved. If you seek service outside the United States, you must comply with all applicable import and export laws and regulations. You are responsible all applicable taxes, customs duties, V.A.T. and other associated charges.

#### 6. Who can modify this Limited Warranty?

Only Lycoming can modify this Limited Warranty. No Lycoming distributor, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

#### 7. What to do if you have a concern?

If you are not satisfied with Lycoming's efforts to resolve your warranty claim, please contact us at [technicalsupport@lycoming.com](mailto:technicalsupport@lycoming.com) or call our direct Technical Support Hotline at 570-327-7222 or 877-839-7878 (U.S. toll free) so that we can try to resolve your concern.

This Limited Warranty gives you specific legal rights. It is governed by and construed under the laws of the Commonwealth of Pennsylvania. All legal action relating to this Limited Warranty (including denial of any warranty claim) must be filed in the United States District Court for the Middle District of Pennsylvania or the Court of Common Pleas of Lycoming County, Pennsylvania. You may also have other legal rights that vary by state, province, or jurisdiction. Likewise, some of the limitations in this Limited Warranty may not apply in certain states, provinces or jurisdictions. The terms of this Limited Warranty will apply to the extent permitted by applicable law.