

# Limited Warranty

## OVERHAULED 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 COVERAGE DESCRIBED BELOW.

### LIMITATION OF LIABILITY

YOUR SOLE REMEDY FOR A BREACH OF THIS WARRANTY OR ANY DEFECT IN YOUR OVERHAULED 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 OVERHAULED 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 AIRCRAFT. LYCOMING'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS RELATED TO ANY OVERHAULED ENGINE SHALL IN NO CASE EXCEED THE ORIGINAL SALES PRICE OF THE OVERHAULED ENGINE PLUS ANY ALLOWABLE LABOR AND FREIGHT AS EXPRESSED BELOW.

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

Lycoming warrants each Lycoming overhauled engine against defects in material or workmanship for the Warranty Period when used 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 the overhauled engine is first operated or used for any purpose or twenty-four (24) months after the overhauled engine shipped from Lycoming, whichever occurs first. The following warranty periods may apply:

- (i) Lycoming overhauled engines are warranted against defects in material and workmanship for a period of either twelve (12) months or the recommended time in engine hours between overhauls ("TBO"), whichever occurs first. TBO shall be as stated in the latest edition of Lycoming Service Instruction 1009.
- (ii) Lycoming cylinders and EIS ignition units installed on overhauled engines are warranted against defects in material and workmanship for a period of either twenty-four (24) months or the recommended TBO, whichever occurs first.
- (iii) HIGHLY UTILIZED ENGINES: Additionally, Lycoming also warrants the crankcase, crankshaft, cylinders, sump, accessory housing, and all internally lubricated parts to be free from defects in material or workmanship under normal use and service for an additional twelve (12) month period on highly utilized engines that consistently accumulate forty (40) or more flight hours per month.

#### 3. Is this Limited Warranty transferrable?

Yes. You may transfer any remaining balance on this Limited Warranty to subsequent owners; however, this Limited Warranty may not be transferred to any other engine.

#### 4. What is not covered by this 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, shipping damage, or accident;
- Operation outside of Lycoming's published specifications or the use of non-approved fuels or lubricants;
- Acts of nature (e.g., earthquakes; floods; volcanoes; ingestion of dust, dirt, or debris; etc.);
- Improperly repaired, maintained, or adjusted;
- Use or incorporation of parts other than genuine Lycoming parts or parts reconditioned or altered in a manner not approved by Lycoming or modification of an engine that no longer meets its original type design.

Lycoming discourages the use of non-Lycoming aftermarket parts that are not Lycoming OEM approved FAA-PMA because such parts may impact the engine's ability to maintain performance through published TBO. 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 by a third-party, or incorporation of any after-market or non-genuine Lycoming part has affected the durability, safety, or reliability of the engine or damaged any Lycoming part.

#### 5. What are your responsibilities?

Your maintenance provider should contact Lycoming Technical Support prior to providing warranty service. Before receiving warranty coverage, Lycoming or its agents may require that you or your maintenance provider respond to questions designed to assist with diagnosing potential issues, and you or your maintenance provider must follow Lycoming's directions for obtaining warranty coverage. You or your maintenance provider may be required to ship the suspect part or the entire engine back to Lycoming, and you or your maintenance provider may also be required to return additional components, documents, or photographs necessary to evaluate the claim. If you or your maintenance provider fail to comply with these requirements, Lycoming may, at its sole option, deny your warranty claim. You or your maintenance provider must contact an Authorized Lycoming Distributor for assistance with filing your warranty claim and returning the suspect part within thirty (30) days of warranty service being completed.

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

If, during the Warranty Period(s) as defined in Section 2(i), (ii) and (iii), 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:
  - a. **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 overhauled engine warranty period.
  - b. **Labor:** Lycoming will reimburse the cost of labor necessary to repair the engine 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 will not be reimbursed.
  - c. **Freight:** Lycoming will reimburse you for standard freight charges incurred with respect to any warranty replacement or repair. Use of expedited shipping must be preapproved. You will be responsible for payment of all applicable taxes or import duties incurred with respect to any warranty replacement or repair. If you seek service in a country that is not the country of purchase, you must comply with all applicable import and export laws and regulations and will be responsible for all applicable taxes, custom duties, V.A.T. and other associated charges.

Lycoming may, at its sole option, choose to replace your engine rather than repair it. When a replacement engine has been authorized, Lycoming will provide you a pro-rata credit towards the cost of a replacement Lycoming engine.

Lycoming reserves the right to change the method by which Lycoming may provide warranty coverage to you and your Lycoming Engine's eligibility to receive a particular method of coverage.

## **7. Who can modify this 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. Lycoming Engines, a division of Avco Corporation, or its successor in title is the warrantor under this Limited Warranty.

## **8. What to do if you have a Concern?**

If you are not satisfied with Lycoming's efforts to resolve your warranty claim, we ask that you contact your Authorized Lycoming Distributor. All legal action based on any dispute 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.

This Limited Warranty gives you specific legal rights. It is governed by and construed under the laws of the Commonwealth of 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.