

The Power of Experience

PENN YAN AERO
2499 Bath Road
Penn Yan, New York
14527
USA



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www.PennYanAero.com
FAA Repair Station: Y2GR396Y
EASA.145.5936

1000 HOUR WARRANTY CUSTOM REWORKED AND EXCHANGE CYLINDERS

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Penn Yan Aero fully warrants to the original owner, each overhauled yellow tagged cylinder stud assembly (cylinder having only fixed parts installed) or complete assembly (cylinders having valves, pistons, and rings installed) to be free from defects in material and workmanship for a period of 250 hours or one year from date of shipment from our facility, whichever event shall occur first.

Penn Yan Aero further warrants their overhauled yellow tagged cylinders on a pro-rata basis for 1000 hours total time of operation or two years, whichever event shall occur first. Under no condition will there be any warranty for head or barrel separation.

The formula for pro-rating adjustments will be based on the percentage of the warranty period used. The percentage of the warranty period used will be determined by using the number of hours of operation or months of actual time elapsed, whichever is greater, from the beginning of the warranty period to the date of receipt of written notice by Penn Yan Aero stating how the cylinder failed to fulfill the warranty period. Price adjustment will be based on the total pro-rata hours or months as a ratio to total current list price. Penn Yan Aero will absorb that percentage of the cylinder repair charges which reflect the unused portion of the warranty period. Penn Yan Aero has the option of making the necessary repairs, replacements or refunds, to fulfill its responsibilities under this warranty and shall be given reasonable time in which to make them.

Penn Yan Aero's obligation under this warranty is limited to the repair or replacement, at their option, of any part, component, or cylinder which, in its opinion, is defective, and which as been returned to its facility, transportation prepaid. Penn Yan Aero assumes no obligation for work accomplished at a facility other than its own unless prior written authorization is given by it. Penn Yan Aero reserves the right to furnish any parts and/or components required and if requested, the owner must return warranted paperwork and or parts, transportation prepaid.

Penn Yan Aero will be relieved of all obligations and liability under this Warranty if the cylinder has been improperly installed, adjusted, stored, handled, repaired, altered, or operated contrary to the aircraft flight manual, current manufacturer's, or Penn Yan Aero's recommendations. This warranty will not apply to cylinders subject to misuse, neglect, accident, corrosion, use of auto fuel or lack of preventive maintenance as prescribed by the manufacturer.

Warranties will not be granted for trouble-shooting, or removal and installation of cylinders for normal routine maintenance, inspections, or adjustments. Costs associated with technical assistance or instruction provided by Penn Yan Aero, including parts, labor, and transportation of product or components sent to Penn Yan Aero for trouble-shooting, are not covered by warranty absent a warrantable defect. A replacement product/part assumes the remaining warranty of the original product. Replacement or repair of a cylinder will not be construed to extend the warranty period. Penn Yan Aero shall not be responsible for any down time or travel costs, including incidental expenses associated with loss of use due to warranty conditions.

Purchaser specifically acknowledges that any action or proceeding arising under this Warranty (or the sale giving rise to such Warranty), however founded, and whether in law or equity, shall be brought before the Supreme Court of the State of New York, County of Yates, which shall have exclusive jurisdiction to hear such action or proceedings.

THIS WARRANTY IS EXPRESSED IN LIEU OF ALL OTHER AND REPRESENTATIONS, EXPRESSED OR IMPLIED, AND ALL OTHER OBLIGATIONS AND LIABILITIES, EITHER DIRECT OR CONSEQUENTIAL ON THE PART OF PENN YAN AERO. TO THE EXTENT ALLOWED BY APPLICABLE LAW, BUYER WAIVES ALL OTHER WARRANTIES, WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT

More ...

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CUSTOM REWORKED AND EXCHANGE CYLINDERS ... CONTINUED

ALLOWED BY APPLICABLE LAW, THE OBLIGATIONS OF PENN YAN SET FORTH HEREIN SHALL BE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF THE WARRANTY HEREUNDER. PENN YAN AERO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR DIMINUTION OF MARKET VALUE, LOSS OF USE OR LOSS OF PROFITS OR REVENUES, AND PENN YAN AERO SHALL NOT BE LIABLE FOR ANY DAMAGE CLAIMED UNDER THE THEORIES OF NEGLIGENCE OR STRICT LIABILITY IN TORT. ANY ACTION FOR BREACH OF THIS WARRANTY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. THE CONSTRUCTION AND INTERPRETATION OF THIS WARRANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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