

The Power of Experience

PENN YAN AERO
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Penn Yan, New York
14527
USA



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

PENN YAN AERO ENGINE WARRANTY
2 YEARS or 500 HOURS

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Subject to the limitations and conditions hereinafter set forth, Penn Yan Aero warrants that its overhauled and experimental aircraft engines are free from defects in material and workmanship, under normal use and service, for a period of TWO YEARS FROM DELIVERY OR 500 HOURS of operation, whichever event will occur first, except engine accessories (e.g., magnetos, starter, alternator, fuel injector, turbo, controller and carburetor), as to which this warranty is for ONE YEAR FROM THE DATE OF DELIVERY.

After two years or five hundred hours (or, as to engine accessories, one year) and prior to the manufacturer's published TBO, the cost of the repair or replacement (including the cost of parts and labor) at Penn Yan Aero's option, will be pro-rated based on 40 hours per month usage in the following manor: The customer will pay the price of the repair or replacement divided by the manufacturer's published TBO and multiplied by the number of hours on the engine (which will be deemed greater or actual operated hours or time at forty hours per month from the date of installation). Labor reimbursement is per Penn Yan Aero's flat rate allowance. After the initial one year, Penn Yan Aero will not assume any responsibility for the repair or replacement of engine accessories, (e.g., magnetos, starter, alternator, fuel injector, turbo, controller or carburetor).

Penn Yan Aero's obligation under this warranty is limited to the repair or replacement, at their option, of any part, component, or engine 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 engine, or engine component parts or accessories, have 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 engines or accessories 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 engines, or components or accessories, 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 an engine, component, or accessory 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 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

—More ...

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**PENN YAN AERO ENGINE WARRANTY
2 YEARS or 500 HOURS ... CONTINUED**

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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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