

The Power of Experience



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FAA Part 145 Authorized Repair Station Number: Y2GR396Y
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PENN YAN AERO OVERHAULED LYCOMING & CONTINENTAL CERTIFIED PISTON AIRCRAFT ENGINE WARRANTY

Penn Yan Aero warrants each Penn Yan Aero overhauled Lycoming and Continental certified piston aircraft engine to be free from defects in materials and workmanship for a period of three (3) years or until the expiration of the Original Equipment Manufacturer's (OEM) Time Between Overhaul (TBO) in effect at time of overhaul by Penn Yan Aero, whichever occurs first. Included in this warranty are Penn Yan Aero overhauled cylinders, if installed and delivered by Penn Yan Aero at time of engine overhaul. This is a limited warranty that covers parts and labor costs and is subject to the terms, conditions, exclusions, and limitations as set forth herein.

TERMS

1. This warranty becomes active on the date the engine is first operated or sixty (60) days after Penn Yan Aero's invoice date, whichever comes first. Upon activation, this warranty runs continuously for the warranty period, regardless of any warranty claim(s).
2. This warranty is transferable from one owner to another for the duration of the warranty period.
3. Penn Yan Aero's obligation under this warranty is limited to Penn Yan Aero's cost to repair or replace any Penn Yan Aero overhauled engine or engine component or part included in the Penn Yan Aero engine overhaul, plus labor costs associated with repairs or replacement in accordance with Penn Yan Aero's warranty labor rates in effect at time of claim as published at PennYanAero.com/warrantyflatrates.
4. Penn Yan Aero, in its sole judgment, will determine whether a Penn Yan Aero overhauled engine or engine component or part included in the Penn Yan Aero engine overhaul is defective in material or workmanship.
5. Penn Yan Aero reserves the right, at its option, to replace any Penn Yan Aero overhauled engine or engine component or part included in the Penn Yan Aero engine overhaul with either a new, rebuilt, overhauled, or serviceable engine, engine component, or part.
6. The repair of or replacement of any Penn Yan Aero overhauled engine or engine component or part included in the Penn Yan Aero engine overhaul shall not extend the period of warranty coverage set forth herein.
7. Notice of warranty claim must be made to Penn Yan Aero as soon as any defect in material and workmanship is discovered and prior to any work performed. This notice of warranty claim must include a detailed written description, photos (as appropriate), and photocopies of applicable logbook entries.
8. Penn Yan Aero reserves the right to require prepayment for warranty replacement parts when a warranty claim is made for a vendor supplied part. These parts' costs, less shipping, will be refunded when the warranty is approved by the vendor.

CONDITIONS

1. The engine has been properly installed in an aircraft that is current and complies with all Federal Aviation Administration (FAA) Airworthiness Directives and applicable service bulletins issued by the aircraft manufacturer or any accessory or component manufacturer.



CONDITIONS *Continued ...*

2. The Penn Yan Aero overhauled engine is operated within 60 (sixty) days of shipment from Penn Yan Aero.
3. The Penn Yan Aero overhauled engine is broken-in in accordance with the Penn Yan Aero Break-In instructions.
4. The engine is properly maintained as per the OEM's instructions and subsequent Service Letters, Bulletins, and FAA Airworthiness Directives.
5. The engine, including Penn Yan Aero overhauled cylinders, if included with the overhaul, has been operated correctly with accurate, calibrated instruments and has not been subject to misuse, neglect, accident, corrosion, pre-ignition/detonation, stuck or burned cylinder valve(s), non-approved fuel and oil grades or additives, improper fuel system adjustment, or lack of preventive maintenance as prescribed by the OEM including compliance with all FAA Airworthiness Directives and Manufacturer's Service Bulletins.
5. All logbooks are accurate and up to date.

EXCLUSIONS

1. OEM and/or Parts Manufacturer Approval (PMA) cylinder assemblies are excluded from this warranty as they are subject to separate cylinder warranties as provided by the cylinder manufacturer.
2. Engine accessory components including, but not limited to, magnetos, ignition harnesses, spark plugs, starters, carburetors, turbochargers and fuel control systems as provided by Penn Yan Aero as parts of the Penn Yan Aero engine overhaul are excluded from this warranty as they are subject to each individual accessory manufacturer's separate warranty.
- 2B. Accessories overhauled by Penn Yan Aero included in the Penn Yan Aero overhauled engine are warranted for a period of one year. This is a limited warranty that covers parts and labor costs and is subject to the same terms, conditions, exclusions, and limitations as set forth herein.
3. Penn Yan Aero will be relieved of all obligations and liability under this warranty if the Penn Yan Aero overhauled engine, engine 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.
4. Shipping, shipping services, shipping damages and/or expediting costs are not included in this warranty.
5. Any sales tax, duties, or charges of any kind required by any state, province or country other than New York State is the responsibility of the purchaser and not the responsibility of Penn Yan Aero.
6. 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.
7. Penn Yan Aero shall not be responsible for any incidental expenses including but not limited to downtime, travel costs, aircraft storage or rental associated with loss of use due to warranty conditions.
8. Costs associated with technical assistance or instruction provided by Penn Yan Aero, including parts, labor, and transportation of products or components sent to Penn Yan Aero for trouble-shooting are not covered by this warranty absent a warrantable defect.
9. Penn Yan Aero assumes no obligation for work accomplished at a facility other than its own unless prior written authorization is granted by Penn Yan Aero.
10. Penn Yan Aero accepts no liability for any remedies set forth by the FAA or manufacturers of failed part(s) including recalls, service letters, service bulletins, or Airworthiness Directives that are issued after the Penn Yan Aero overhauled engine, engine parts or accessory component has been shipped from the Penn Yan Aero facility.



LIMITATIONS

1. 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.

2. THIS WARRANTY IS EXPRESSED IN LIEU OF ALL OTHER 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 AERO 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 BY BUYER 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.