



A Textron Company

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## WARRANTY

(LIMITED)

### REPLACEMENT PART – RECIPROCATING AIRCRAFT ENGINE

#### WHAT LYCOMING PROMISES YOU

Lycoming warrants each new reciprocating aircraft engine replacement part sold by it to be free from defects in material and workmanship for a period of twelve (12) months from the date of first operation. Cylinder Kits are warranted for a period of twenty-four (24) months\*. The date of first operation must not exceed two (2) years from the date of shipment from Lycoming.

Lycoming's obligation under this warranty shall be limited to its choice of repair or replacement, on an exchange basis, of the engine or any part of the engine, when Lycoming has determined that the engine is defective in material or workmanship. Such repair or replacement will be made by Lycoming at no charge to you. Lycoming will also bear the cost for labor in connection with the repair or replacement as provided in Lycoming's then current Removal and Installation Labor Allowance Guidebook.

Any part so repaired or replaced will be warranted for the remainder of the original warranty period.

#### YOUR OBLIGATIONS

The engine in which the replacement part is installed must have received normal use and service. You must apply for warranty with an authorized Lycoming distributor within 30 days of the appearance of the defect in material or workmanship.

Lycoming's warranty does not cover normal maintenance expenses or consumable items. The obligations on the part of Lycoming set forth above are your exclusive remedy and the exclusive liability of Lycoming. This warranty allocates the risk of product failure between you and Lycoming, as permitted by applicable law.

Lycoming reserves the right to deny any warranty claim if it reasonably determines that the engine or part has been subject to accident or used, adjusted, altered, handled, maintained or stored other than as directed in your operator's manual, or if non-genuine Lycoming parts are installed in or on the engine and are determined to be a possible cause of the incident for which the warranty application is filed.

Lycoming may change the construction of engines at any time without incurring any obligation to incorporate such alterations in engines or parts previously sold.

\*Excluding O-235 series cylinders.

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THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED OR STATUTORY, WHETHER WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM ANY COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE. THIS WARRANTY IS ALSO IN LIEU OF ANY OTHER OBLIGATION, LIABILITY, RIGHT OR CLAIM, WHETHER IN CONTRACT OR IN TORT, INCLUDING ANY RIGHT IN STRICT LIABILITY IN TORT OR ANY RIGHT ARISING FROM NEGLIGENCE ON THE PART OF LYCOMING, AND LYCOMING'S LIABILITY ON SUCH CLAIM SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE ENGINE OR PART WHICH GIVES RISE TO THE CLAIM.

## LIMITATION OF LIABILITY

IN NO EVENT, WHETHER AS A RESULT OF A BREACH OF WARRANTY, CONTRACT OR ALLEGED NEGLIGENCE, SHALL LYCOMING BE LIABLE FOR SPECIAL OR CONSEQUENTIAL OR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE ENGINE OR COST OF A REPLACEMENT.

No agreement varying this warranty or Lycoming's obligations under it will be binding upon Lycoming unless in writing signed by a duly authorized representative of Lycoming.

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