

The Power of Experience



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FAA Part 145 Repair Station Number: Y2GR396Y | EASA. 145.5936 | Authorized Lycoming & Continental Distributor

## **PENN YAN AERO ENGINE WARRANTY: 3 YEARS, UNLIMITED HOURS TO TBO**

Subject to the limitations and conditions set forth in this warranty, Penn Yan Aero warrants its overhauled and experimental aircraft engines, exclusive of engine accessory components noted below, are free from defects in material and workmanship, under normal use and service, for a period of THREE YEARS FROM DELIVERY OR TO MANUFACTURERS TBO of operation, whichever event will occur first. Penn Yan Aero warrants the engine accessory components installed by Penn Yan Aero, including magnetos, starter, alternator, fuel pump, fuel injector, and carburetor, are free from defects in material and workmanship, under normal use and service, for a period of one year from delivery. Customer supplied parts or accessories the customer requests be re-used will not be warranted.

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. Applicable labor reimbursement is per Penn Yan Aero's flat rate allowance.

After the initial 1 year, Penn Yan Aero will not assume any responsibility for the repair or replacement of engine accessories. 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, or lack of preventive maintenance as prescribed by the manufacturer.

**THIS WARRANTY IS NULL AND VOID IF THE ENGINE IS RUN ON AUTOMOTIVE FUEL.**

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 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.**

