

MW **FLY**



B22 *AeroPower*

B25 *AeroPower*

**MW FLY ENGINE LIMITED
WARRANTY**

ENGINE WARRANTY

1. GENERAL

MW Fly srl (hereinafter referred to as "MW Fly") warrants that the B22 and B25 engine series (hereinafter referred to as "Engine") - and any spare parts manufactured by MW Fly - are free from defects in material and workmanship for the period defined in this Warranty Policy (hereinafter referred to as "Warranty").

The documents titled as "Manual A", "Manual B", "Manual C", and all "SERVICE BULLETIN" and "Engine Logbook" are integral part of the present document and which the Owner declares to fully acknowledge and abide by.

Any updated versions of these documents, to be downloaded from the website www.mwfly.it, will form an integral part of this "Engine Warranty".

This Warranty applies only to the Engine (as identified by the Engine serial number), installed options, accessories and items of equipment or components included thereon at the time of MW Fly's statement certifying that the Engine is manufactured to conform to approved design data and is in a condition for safe operation (hereinafter the "Release to Service"), subject to the conditions, exclusions and procedural requirements specified herein.

2. ACTIVATION

This Warranty shall be activated and becomes effective as of the date of Release to Service. MW Fly shall then:

- a) activate the Engine Warranty in the name of the buyer of the Engine (the "Owner");
- b) forward a certified copy of the Warranty policy.

3. PROVISIONS

This Warranty shall remain in effect from the date of Release to Service and for a period of 24 consecutive months or 100 hours of flight, whichever comes first. In detail:

- a) any spare parts and accessories manufactured by MW Fly are covered by this Warranty for 12 months from their delivery to the Owner;
- b) this Warranty does not apply to the aircraft, propeller and propeller accessories and installed avionics, which are covered under separate and independent warranties issued by the respective manufacturers through their established field service organization, Warranty policies and procedures.

4. EXCLUSIONS

This Warranty shall not apply unless the Engine and all its components and accessories are operated, inspected, serviced, maintained and stored within the limits and strict compliance with all operating, inspection, service, maintenance and storage instructions and procedures issued by MW Fly within Manual A (installation manual), Manual B (Operation Manual), the Engine Logbook (all together also referred to as "Technical Documentation"), and, where applicable, Technical Description and MW Fly General Terms and Conditions attached to the purchase order.

This Warranty does not constitute a perpetual upgrade or product improvement program, nor does it provide coverage for special programs and campaigns offered by MW Fly. Campaigns and programs are subject to their own rules and of coverage exclusive of this Warranty.

This Warranty excludes and does not cover:

- indirect expenses such as, but not limited to, freight, insurance, shipping, handling, customs taxes, surcharges, travel expenses and per diem;
- any costs and expenses resulting from shipping, transportation or communication in connection with the delivery of Engine Warranty repairs, obtaining or returning replacement parts or applying for Warranty credit;
- routine services such as, but not limited to, inspections, cleaning, adjustments, and scheduled maintenance.
- labour expenses to remove and replace parts that deteriorate from wear or inadequate exposure, expendable/consumable items or parts which have a service life or maintenance cycle lower than the relevant warranty period.
- any defects, failures or malfunctions due to any improper alteration, improper modification, improper removal, improper service or improper repair performed by anyone other than MW Fly or its authorized distributor or any modification of the product from its original configuration;
- any defects, failures or malfunctions due to any storage, installation, operation, usage or maintenance which is not in accordance with MW Fly's manuals, service documents, airworthiness directives, bulletins, instructions and/or recommendations (e.g. abnormal wear as a result of starting problems, vibrations, overloading, etc.);
- any defects, failures or malfunctions due to installation of accessories, parts, components or other items not supplied by MW Fly for aviation use;
- any defects, failures or malfunctions resulting from cold seizures, piston scuffing, and/or any damage resulting from lack of lubrication;
- any defects, failures or malfunctions due to the suction of foreign matter, dirt inside or outside the PRODUCT, corrosion, electrolysis, sulphidation, suction of water or ice or any other damage due to the operating environment;

- any defects, failures or malfunctions resulting from the use of parts having exceeded any product limitation or recommended limitation established by the manufacturer, including but not limited to those of the airframe manufacturer, for example the ENGINE RPM, the oil pressure, the oil and coolant temperature, the boost pressure, the fuel consumption and proper system adjustment, etc.;
- any defects, failures or malfunctions resulting from the use of the PRODUCT or PART from which the part number or serial number has been removed or modified;
- any defects, failures or malfunctions due to fire, lightning strike, negligence, incidents, misuse, theft, accidents or any other factor beyond MW Fly's control;
- any slight leakage of operating fluids (so-called "sweating") that does not lead to any draining of operating fluids within five (5) minutes of the engine being turned off;
- any defects, failures or malfunctions of the exhaust system (complete system and/or built of individual components).
- defects in expendable items whose service life or maintenance cycle is lower than the relevant warranty period and materials or parts subject to deterioration;
- Engine servicing;
- services and work required by the Airworthiness Directives (hereinafter referred to as AD's) issued.

The provisions of this Warranty do not apply to any Engine system, component or material which has been subject to misuse, negligence, unauthorized alteration or accident or which shall have deteriorated due to extraordinary wear or exposure, including, but not limited to, the effects of hail, volcanic eruption, "acid" rain, dust and/or sand storms, chemical discharges, foreign objects and other such unpredictable phenomenon, whether natural or manmade, which is beyond the control of MW Fly. In addition, if the defect is discovered and the defective Engine system, component or material has been processed by the Owner prior to a written notice to MW Fly (as per the following art. 5 "Defect Notification") informing of such defect, and prior to MW Fly's intervention in order to resolve the defect, the Warranty shall not apply.

The provisions of this Warranty do not apply to Engine systems, components or materials which are subject to the following extraordinary operational wear: Exhaust Muffler

Normal wear and tear, regular maintenance and overhaul as a result of (i) acts of God or the public enemy, war, sabotage, riots and vandalism or (ii) continued operation of the Engine, components and/or accessories thereof after and despite the detection of an alleged defect.

The provisions of this Warranty do not apply and MW Fly is hereby relieved of any obligation to warrant in case of any modifications in any form whatsoever to the Engine or its system unless specifically recommended or required and approved by MW Fly. Optional modifications, other than those installed by MW Fly prior to retail delivery of the Engine, are not covered by this Warranty and will become void at the date of discovery.

The provisions of this Warranty do not apply to fluids, gasses, agents and components subject to normal operational consumption, servicing and wear and tear, including, but not limited to, fuel, oil, hydraulic fluid, oxygen, nitrogen, tire treads, brake linings, battery electrolytes, lubricants, polishes, waxes, or cleaning agents.

This Warranty shall become null and void for any part of the Engine from which the MW Fly trade mark, name or serial number has been removed such that its origin cannot be identified.

MW Fly does not warrant, and is hereby relieved of any obligation to warrant, any accessory, equipment or part incorporated in the Engine which is not furnished pursuant to this Warranty, or any amendment to this Warranty, including, without limitation installation of accessories, equipment or parts, or the repair, alterations or modifications to or of the Engine made by the Owner or any third party.

The Owner shall not be entitled to the benefits of this Warranty if the Owner operates the Engine with parts or components, which are not listed in the Technical Documentation and this Warranty shall become null and void upon installation of such parts and components. In any event MW Fly shall not be liable for any loss or damage of property, injury or death in association with any failures, incidents and accidents involving such parts or components. In order to benefit from this Warranty, the Owner shall grant: (i) proper daily maintenance of the Engine in accordance with the Manual B and Manual C; (ii) proper scheduled maintenance (measured by time or hours of use) of the Engine according to the Manual B; (iii) any scheduled maintenance, as per the Manual B, shall be made ONLY at the site of MW fly Authorized Service Centre as listed in the Authorized Service Centre on the MW Fly web; (iv) complete records of the engine daily maintenance within the Engine Logbook; (iv) complete records of the Engine scheduled maintenance within the Engine Logbook; and (v) full records available (Engine Logbook) for review at the repair facility as provided by the Technical Documentation booklet. In case of failure of the Owner of any of the requirements provided above, the Warranty shall not apply and shall relieve MW Fly of any liability.

The Owner shall notify any subsequent Owner, assignee, operator or transferee of the Engine of their obligation to maintain such records and to make them available for MW Fly's inspection. Whether notified or not, if such a person does not comply with the forgoing, that person shall not be entitled to the benefits of this Warranty.

The provisions of this Warranty do not apply should the Engine be used by the Owner, or any third party, not trained as provided by the Manual B and Manual C and who has not acquired the "Training Certificate" released ONLY by an MW Fly authorized entity as listed in the MW Fly Authorized Training centre.

5. DEFECT NOTIFICATION

Upon discovery of an alleged defect the Owner shall, within seven (7) days from such discovery, notify MW Fly and deliver the item to and arrange for repair to MW Fly Authorized Service Centre, accompanied by defect report attached to manual B (B.9.3.1.C). This report can be transmitted to MW Fly via electronic means or via traditional mail.

The MW Fly Authorized Service Centre may require proof of original equipment or, in case of replacement parts Warranty, proof of purchase from MW Fly of the defective and any replacement parts.

MW Fly may require the MW Fly Authorized Service Centre to return the defective parts or components for evaluation prior or subsequent to the approval of any Warranty credit. All materials for which Warranty credit has been issued shall become the sole property of MW Fly.

A defect falls within this Warranty if it is detected during the Warranty period even if the written notice has not been submitted by the Owner before the expiration of this period.

Any defects which are not reported within seven (7) days from the day of their discovery shall not qualify for to any claims under this Warranty.

6. CORRECTIVE ACTIONS

Upon receipt of prompt notification and satisfactory evidence of a covered defect including return of defective materials and confirmation of the existence of a defect under this Warranty by MW Fly, MW Fly's sole obligation under this Warranty shall be to correct the defect or deficiency of the component(s) to an airworthy condition in accordance with MW Fly's technical and design specifications.

MW Fly reserves the right to replace parts with reconditioned or new parts when available.

The applicable Warranty period for reconditioned and/or corrected spare parts, together with the Aircraft, will be subject to the remainder of the original Warranty period as in the above clause 3. However, ONLY the replaced and new spare parts furnished under this Warranty shall be subject to the full applicable Warranty period in accordance the above clause 3.

The repair or replacement of defective parts under an accepted Warranty claim will be made without charge to the Owner for parts or labour, or for the removal, installation or repair of defective and, and in any cases excluding transportation, sales or use taxes, if any. Travel expenses for any engineering personnel required to fulfill any accepted Warranty claim raised by the Owner are not covered by this Warranty.

7. NO FAULT FOUND

If a duly reported defect cannot be confirmed as such by MW Fly and therefore no repair or replacement is necessary, the Owner shall bear all costs accrued in connection with the examination of the alleged defect. Round-trip transportation charges for the transportation from the location of such items to MW Fly's Authorized Service Centre and subsequently to MW Fly and the risk of loss thereof shall be borne by the Owner.

The MW Fly Authorized Service Centre may, at its option, invoice the Owner for labor and/or material costs in the event that MW Fly rejects any claim under this Warranty.

8. LABOR UNDER WARRANTY

Labor costs covered under this Warranty are the costs required in order to remove and replace a defective part or to correct a defective installation and/or process.

Compensation for labor shall be at the shop rate applied in the Distributor & Service Agreement and no overtime labor shall be utilized unless prior and specific approval in writing has been provided by MW Fly respectively.

9. ASSIGNMENT OF WARRANTY

The Warranty hereby expressed is established only between MW Fly and the Owner, as first buyer, and it cannot be transferred or assigned to others, except as otherwise agreed in the Purchase Agreement. No agreement or understanding varying or extending these limited warranties will be binding upon either party unless in writing and signed by a duly authorized representative of such party.

10. RIGHTS AND OBLIGATIONS

To the extent permitted by law, the warranties, obligations and liabilities of MW Fly and remedies of owner set forth in this limited warranty (except for warranty of title) are exclusive and in substitution for, and owner hereby waives, releases and renounces, all other warranties, obligations and liabilities of MW Fly and any assignee of MW Fly and all other rights, claims and remedies of owner against MW Fly or any assignee of MW Fly, express or implied, arising by law or otherwise, with respect to any non-conformance or defect or failure or any other reason in any Engine or other thing delivered under the purchase agreement of which this limited warranty is contained as an attachment, including data, document, information or service, including but not limited to:

- any implied warranty of merchantability or fitness for a particular purpose;
- any implied warranty arising from any indirect, special, exemplary, consequential, or punitive damages including, without limitation, loss of profits, loss of business, and loss of engine use;
- any implied warranty arising from course of performance, course of dealing or usage of trade;

- any obligation, liability, right, claim or remedy in contract or tort, whether or not arising from the negligence, strict liability or other related causes of MW Fly or any assignee of MW Fly, whether active, passive or imputed; and
- any obligation, liability, right, claim or remedy for loss of or damage to any Engine, for loss of use, revenue or profit with respect to any Engine or for any other direct, incidental or consequential damages.

10. LIMITATION OF LIABILITY

THIS LIMITED WARRANTY GUARANTEES ONLY THE REPAIR OR REPLACEMENT OF THE PRODUCT, AND NOT ITS SPECIFIC CONDITION OR FUTURE PERFORMANCE. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS EXPRESSLY MADE AND ACCEPTED IN LIEU OF ANY OTHER GUARANTEES AND/OR WARRANTIES, EXPRESS OR IMPLIED, IN PARTICULAR GUARANTEES AND/OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FOR ALL OBLIGATIONS, LIABILITIES, RIGHTS, CLAIMS OR REMEDIES ARISING FROM THE CONTRACT OR FROM A TORT, WHETHER IT BE NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY BY MW FLY OR BY A MW FLY AUTHORIZED DISTRIBUTOR OR BY ONE OF ITS DEALERS, THE REMEDIES AVAILABLE TO THE OWNER SHALL BE LIMITED TO THE REMEDIES SPECIFIED IN THIS LIMITED EXTENDED WARRANTY, WITH THE EXCLUSION OF ALL OTHER RIGHTS, IN PARTICULAR COMPENSATION FOR CONSEQUENTIAL DAMAGES. IF MANDATORY STATUTORY PROVISIONS RELATING TO GUARANTEES AND/OR WARRANTIES CANNOT BE EXCLUDED, THEIR DURATION SHALL BE LIMITED TO THE TERM OF THIS EXPRESS WARRANTY. MW FLY SHALL NOT BE LIABLE FOR COMPENSATION FOR CONSEQUENTIAL DAMAGES, HOWSOEVER ARISING, IN PARTICULAR DAMAGES INCURRED AS A RESULT OF THE DEFECT OF AN ENGINE OR PART, AS A RESULT OF THE INCORRECT FUNCTIONING OF AN ENGINE OR PART OR AS A RESULT OF A BREACH OF THIS LIMITED EXTENDED WARRANTY. SINCE THE ABOVE LIMITATIONS AND/OR EXCLUSIONS ARE NOT PERMITTED IN SOME COUNTRIES, THEY MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, BUT YOU MAY POSSESS FURTHER LEGAL RIGHTS, WHICH WILL VARY FROM COUNTRY TO COUNTRY.