## Pacific Continental Engines, Inc.

## **Overhauled Elite Engine Warranty and Disclaimer**

Pacific Continental Engines (PCE) warrants this reciprocating engine to be free from defects in material and workmanship under normal use and service for a period of (36) thirty-six months or (1000) one thousand hours, whichever occurs first, from the date of installation or (10) ten days after shipment date, whichever is applicable. The determination whether an engine, component, or part is defective in material or workmanship shall be made by PCE in its sole judgement.

All engine accessories including but not limited to fuel injection systems, ignition systems, carburetors, fuel pumps, starters, alternators, turbochargers, and turbocharger components purchased by PCE from a manufacturer or an approved FAA source as a complete assembly for use during the engine overhaul are warranted for a period of (12) twelve months to be free from defects in material or workmanship. Upon expiration of the (12) twelve month period, accessories will be subject to warranty coverage provided by the appropriate manufacturer or original supplier to PCE. If the accessory was overhauled by PCE in-house, the warranty coverage will end at the expiration of (12) twelve months.

The amount of troubleshooting costs allowed will be the reasonable costs under the circumstances of identifying the need for such repairs or replacements, but in no event will the troubleshooting cost allowance exceed (15%) fifteen percent of the reasonable labor costs associated with such repairs or replacements. Troubleshooting costs will not be allowed when the need for repair or replacement is identified in the course of an overhaul, routine maintenance, or on the basis of an obvious defect.

PCE will only reimburse the cost of such labor charges in connection with the repair or replacement of parts as provided in the current Lycoming Removal and Installation Labor and Allowance Guidebook or in the Continental Motors Warranty Labor Allowance Guide, whichever is applicable.

PCE, in connections with the foregoing warranty, will reimburse standard surface freight charges with respect to any such approved warranty replacement or repair. The use of any expedited freight will not be reimbursed by PCE.

Warranty repair or replacement of the engine, any component, or any part will not extend this warranty beyond the original warranty calendar time or hour limitation.

Original manufacturer component or cylinder warranty registration documentation must be completed with the respective manufacturer.

This warranty applies to engines installed, inspected and maintained in accordance with Federal Aviation Regulations, instructions for continued airworthiness, applicable service bulletins, service directives, service letters, service instructions, the aircraft manufacturer or any accessory or component manufacturer. Compliance with all recommended maintenance and inspections must be documented by appropriate logbook entries, and the original engine logbook must be made available to representatives of PCE when applying for warranty consideration.

This warranty does not apply to any engine, component, or part supplied by PCE which has been subject to misuse, neglect, or accident; has been installed, repaired, maintained, or altered in any way that has adversely affected the condition of the engine; or has been operated in consistent with applicable engine and aircraft manufacturer recommendations and limitations, such as, but not limited to engine RPM, temperature, manifold pressure, fuel flow, and proper system adjustment; or has been changed from its original certificated configuration. This warranty does not apply to normal maintenance service, or engine component overhaul in accordance with published TBO limitations, or to the replacement of normal service items such as spark plugs, filters, hoses, belts, etc.

This warranty is a warranty to repair or replace and is not a warranty of condition or future performance of the items it covers. There are no other warranties expressed or implied. There are no implied warranties of merchantability or fitness for a particular purpose. This warranty and disclaimer constitutes the entire agreement between customer and PCE for alleged defects in material and workmanship including but not limited to defects and damages caused by the alleged negligence of PCE. PCE will not be responsible for any special, incidental, or consequential damages, including but without limitation, damage to other property including the aircraft, loss of transportation or use of aircraft, personal or commercial losses, loss of revenue, lost profits, loss of time, cost of rental aircraft, fuel , telephone, travel, meals or lodging, or damage related to grounding or aircraft.

This warranty, exclusions, limitation, and disclaimers are all governed by the law of the State of California, excluding its conflict of laws rule. Any invalidity of a provision of this Warranty will not affect any other provision, and in the event of a judicial finding of such invalidity, this Agreement will remain in force in all other aspects.

By signing of the company work order, quotation, or estimate form(s), customer agrees to the terms of this warranty and disclaimer.