



APCO WARRANTY OVERHAULED ENGINE **LYCOMING**

LYCOMING : *** Serial Number: *******
ZS - ** Job Card: *******

WARRANTY AND REMEDY

APCO Pty Ltd warrants each rebuilt reciprocating engine to be free from defect in workmanship under normal use and service.

APCO's sale obligation under this warranty is limited to replacement or repair of parts which are determined by Manufacturer to have been defective within a period of twelve (12) months or 300 hours whichever occur first after delivery to the original retail Purchaser / Owner or first user.

The warranty period of twelve (12) months commences on the date of first operation after delivery to the original retail purchaser / owner, or twelve (12) months from the date of first shipment from APCO.

APCO will in connection with the foregoing warranty cover reimbursement of reasonable freight charges with respect to any such warranty replacement or repair.

Within the warranty period, APCO will reimburse the Purchaser / Owner for labor charges associated with warranty related issues.

Spare parts installed as warranty replacement on engines which are covered by this Warranty will be warranted for the balance of the original warranty period.

Replacement of parts may be with either new or reconditioned parts, at APCO'S election.

A claim for warranty on any part / engine claimed to be defective must be reported in writing to APCO's Warranty Administration within 60 days of being found to require repair or replacement by the Purchaser / Owner or service facility.

THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF:

ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND

ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT (DELICT). INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY THE PURCHASER / OWNER HEREBY WAIVES SUCH RIGHTS AND CLAIMS.

THE PURCHASER / OWNER SOLE REMEDY FOR A BREACH OF THIS WARRANTY OR ANY DEFECT IN A PART IS THE REPAIR OR REPLACEMENT OF ENGINE PARTS AND REIMBURSEMENT OF REASONABLE FREIGHT CHARGES AS PROVIDED HEREIN.

APCO EXCLUDES LIABILITY WHETHER AS A RESULT OF A BREACH OF CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO THE ENGINE OR OTHER PROPERTY (INCLUDING THE AIRCRAFT IN WHICH THE ENGINE IS INSTALLED), COSTS AND EXPENSES RESULTING FROM REQUIRED CHANGES OR MODIFICATIONS TO ENGINE COMPONENTS AND ASSEMBLIES, CHANGES IN RETIREMENT LIVES AND OVERHAUL PERIODS. LOCAL CUSTOMS FEES AND TAXES, AND COSTS OR EXPENSES FOR COMMERCIAL LOSSES OR LOST PROFITS DUE TO LOSS OF USE OR GROUNDING OF THE AIRCRAFT IN WHICH THE ENGINE IS INSTALLED OR OTHERWISE.

APCO's TOTAL LIABILITY FOR ANY AND ALL CLAIMS RELATED TO THE ENGINE / COMPONENT SHALL IN NO CASE EXCEED THE ORIGINAL SALES PRICE OF THE ENGINE / COMPONENT. Page 1-2

APCO MAKES NO WARRANTY AND DISCLAIMS ALL LIABILITY WITH RESPECT TO COMPONENTS OR PARTS DAMAGED BY, OR WORN DUE TO CORROSION, WEAR AND TEAR, FOREIGN INGESTION, ENGINE MISMANAGEMENT, CYLINDER GLAZING, CRACKED ENGINE PARTS DUE TO OPERATION OR MAINTENANCE, FAULTY OR UNCALIBRATED AIRCRAFT GAUGES, ENGINE OPERATION OUTSIDE THE MANUFACTURERS SPECIFICATION, and /or UNAPPROVED FUELS AND OIL USED

This warranty shall not apply to any engine or part thereof which has been repaired or altered outside APCO's facility in any way so as, in APCO's sole judgment, to affect its durability, safety or reliability, or which has been subject to misuse, negligence or accident. Repairs and alterations which use or incorporate parts and components other than certified parts, this warranty shall be void .

No person, corporation or organization, is authorized by APCO to assume for it any other liability in connection with the sale of its engines or parts, nor to make any warranties beyond the foregoing warranty nor to change any of the terms hereof.

NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANIZATION, MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND APCO. NO AGREEMENT VARYING THE TERMS OF THIS WARRANTY OR APCO'S OBLIGATIONS UNDER IT IS BINDING UPON APCO UNLESS IN WRITING AND SIGNED BY A DIRECTOR OF APCO.

All legal actions based upon claims or disputes pertaining to or involving this warranty including but not limited to APCO's denial of any claim or portion thereof under this warranty, must be filed in the courts of general jurisdiction of Gauteng. In the event that the Purchaser / Owner files such an action in the court systems identified above and a final judgment in APCO's favor is rendered by such court, then the Purchaser / Owner shall indemnify APCO for all costs, expenses and attorneys' fees incurred by APCO in defense of such claims.

In the event the Purchaser/ Owner files such a legal action in court other than those specified and APCO successfully obtains dismissal of that action or transfer thereof to the above described court system, then the Purchaser / Owner shall indemnify APCO for all costs, expenses and attorney's fees incurred by APCO in obtaining such dismissal or transfer.

Any invalidity of a provision of this Warranty shall not affect any other provision, and in the event of a judicial finding of such invalidity, this Agreement shall remain in force in all other respects.

This form must be signed and returned to APCO (via e-mail or fax) to activate the engine warranty.

Name:

Date:

Job Card: *****

Authorised signature:

E-mail: tonyrodriques@mweb.co.za or henkjoubert@mweb.co.za

