

ZEPHYR AIRCRAFT ENGINES INC.

CERTIFICATE of LIMITED WARRANTY

For Major Overhaul

ZEPHYR AIRCRAFT ENGINES INC. (hereinafter Zephyr) makes the following warranty to it's customer subject to the limitations, conditions and exclusions set forth below.

WARRANTY COVERAGE-For Major Overhaul, For a period of two years, or 500 hours following installation; Zephyr shall repair any aircraft engine which is found to be defective to mutual satisfaction, within said warranty period. The repair of any engine under the foregoing warranty shall not extend the period of warranty coverage set forth above.

CONDITIONS and PROCEDURES for OBTAINING WARRANTY WORK-The engine or component thereof may be returned prepaid to Zephyrs' facility at Zephyrhills Florida with details in writing of the defect together with the log substantiation installation dates and time in service. Authorization must be obtained from Zephyr before repairs covered by warranty may be performed outside Zephyrs' shop. In no event shall allowable labor costs exceed local published shops regular rates and Zephyrs' time allowance. The foregoing warranty shall apply only if the engine has been properly installed and maintained in accordance with FAR's and manufacturers recommendations as specified in applicable factory service publications. The performance of said maintenance and inspections must be documented by logbook entries. Zephyr must be given notice within 10 day of discovery.

LIMITATIONS, EXCLUSIONS and DISCLAIMERS-Zephyr shall not assume freight charges, transportation or delivery expenses, installation or removal costs or airframe repairs all of which are excluded under the warranty. Zephyr does not warrant vendor items such as starters, magnetos, alternators, new cylinders, carburetors, fuel injectors, turbo system components, or crankcase and crankshaft repair as obtained from manufacturer or vendor. Zephyr will use it's best efforts to obtain warranty from the vendor of such items and pass all amounts recovered to customer. This warranty shall not apply to any engine which has been subject to misuse, neglect, accident, or operated in any manner which in the judgement of Zephyr has had an adverse affect on the engine or part. In the event of a dispute both parties shall agree to mediation prior to commencement of legal action.

THE FOREGOING WARRANTY IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE WARRANTY OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE WHICH WARRANTIES ARE HEREBY EXCLUDED. Zephyrs' liability hereunder shall be limited to the repair of any engine or part found to be defective within the applicable warranty period as set forth above. IN NO WAY SHALL ZEPHYR BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR ECONOMIC LOSS OF ANY NATURE WHETHER ARISING IN CONTRACT OR TORT, INCLUDING STRICT LIABILITY IN TORT OR NEGLIGENCE ON THE PART OF ZEPHYR.

Engine Mod.
Auth. Signature

Serial number

W.O.#

DATE