



### **Pinnacle Aircraft Engines, LLC Limited Warranty**

Pinnacle Aircraft Engines LLC warrants to the initial purchaser (Purchaser), of any service offered by Pinnacle Aircraft Engines LLC, that:

- Each engine which is repaired at its facilities to be free from defects in workmanship under normal use and service for a period of 3 years from delivery or TBO for Overhauled Engines and 18 months or 500 hours for Repaired Engines.
- Each cylinder/component which is repaired at its facilities to be free from defects in workmanship under normal use and service for a period of 1 year from delivery or 250 engine hours of operation, whichever comes first.

Determination of total engine hours for warranty consideration will be made by Pinnacle Aircraft Engines LLC from complete operational records or logbooks made available to Pinnacle Aircraft Engines LLC. Furthermore, Pinnacle Aircraft Engines LLC warrants that any parts and/or products not installed in assemblies shall carry the then standard warranties of the manufacturer's thereof, a copy of which shall be made available upon request.

Remedy under this Limited Warranty

The obligations of Pinnacle Aircraft Engines LLC under this warranty are limited, at the election of Pinnacle Aircraft Engines LLC to the repair or replacement on an exchange basis, of any part or component which has been returned to Pinnacle Aircraft Engines LLC facilities with transportation charges prepaid and which, in the opinion of Pinnacle Aircraft Engines LLC is defective.

### **Special Terms and Conditions**

1. Pinnacle Aircraft Engines LLC specifically makes no warranty covering and shall not be liable for failure or malfunction of any repaired cylinder stud assembly or complete assembly caused by head and barrel separation and Pinnacle Aircraft Engines LLC likewise shall not be liable for any other injuries or damages, direct or indirect, incidental or consequential, to persons or property resulting from such failure or malfunction.
2. The engine/cylinder/component must have received normal use and service. The engine/cylinder/component must not be modified in any way except for modifications specifically approved by the original manufacturer or FAA approved STC.



3. Pinnacle Aircraft Engines LLC specifically makes no warranty covering and shall not be liable for failure or malfunction of any engine/cylinder/component repaired or overhauled as the result of internal metal contamination, unless all parts, components, hoses, etc., common to the engine oil system (i.e. oil cooler, propeller governor, propeller hub, oil tubes, lines and/or hoses), are found, in the sole opinion of Pinnacle Aircraft Engines LLC, to have been properly cleaned, flushed, and/or overhauled in accordance to the manufacturers repair instructions.
4. Pinnacle Aircraft Engines LLC express warranty does not apply to any engine/cylinder/component that Pinnacle Aircraft Engines LLC determines has been subject to misuse, neglect, improper installation, corrosion, or accident, including foreign object damage. This applies whether the engine/cylinder/component is in operation, in transit, in storage, or which has been operated, maintained, repaired or stored other than as directed in the applicable maintenance, installation, operation or technical instructions.
5. Pinnacle Aircraft Engines LLC express warranty does not cover normal maintenance expenses or consumable items such as filters, gaskets and thermocouples, engine/cylinder/component removal or installation, resultant damage to other parts, or mileage or subsistence charges incurred, such as hotels, airlines and food.
6. Repair or replacement of any part under Pinnacle Aircraft Engines LLC express warranty will not create a new warranty period or extend the period of coverage, but any engine/cylinder/component so repaired or replaced will be warranted for the remainder of the warranty period applicable to the engine/cylinder/component replaced.
7. All transportation costs are the responsibility of the Purchaser, except when the engine/cylinder/component is found, in the sole opinion of Pinnacle Aircraft Engines LLC, to be defective in workmanship. In such case, the Purchaser shall be reimbursed for the full ground transportation costs to ship the engine/cylinder/component to and from Pinnacle Aircraft Engines LLC facilities.
8. Claims for warranty must be accompanied by adequate proof of elapsed hours and be filed with Pinnacle Aircraft Engines LLC no later than 15 days after discovery of defect. No warranty claim will be allowed, if in the opinion of Pinnacle Aircraft Engines LLC, the part and/or product was improperly adjusted, stored, handled, installed, altered, or operated contrary to the operating instructions of Pinnacle Aircraft Engines LLC, the manufacturer, FAA; or subject to misuse, neglect or accident subsequent to shipment from the Pinnacle Aircraft Engines LLC facility; or if the defect or problem giving rise to the claim resulted from the use of any fuel other than approved aviation fuel (automobile gasoline, ethanol, etc.).



9. Pinnacle Aircraft Engines LLC will not process or honor warranty claims on delinquent accounts.
10. By accepting delivery of the engine/cylinder/component, Purchaser agrees to the terms of this warranty agreement and agrees to be bound by it whether he uses, distributes or resells the engine/cylinder/component covered by this warranty agreement.
11. Pinnacle Aircraft Engines LLC reserves the right at any time to incorporate in the repair of parts and components any changes which the engine manufacturer or Pinnacle Aircraft Engines LLC might make without incurring any obligation to incorporate such changes in parts and/or products previously repaired by Accelerated Engines.
12. Purchaser agrees and understands that the obligations of the parties under this warranty agreement shall be and are performable in Baldwin County Alabama. Purchaser consents and agrees that venue of any suit or legal proceeding brought by Purchaser, or those in privity with him, and arising out of or resulting from the conditions of engine/cylinder/component repaired by Pinnacle Aircraft Engines LLC, shall be in Baldwin County, Alabama. Further, Purchaser agrees to hereby submit to the jurisdiction of the state or federal courts that are located in Baldwin County, Alabama and designates the Secretary of State of Alabama as the Purchaser's agent for service of process.
13. Purchaser agrees that, if he should file suit or commence legal proceedings against Pinnacle Aircraft Engines LLC arising out of or resulting from the condition of the engine/cylinder/component supplied by Pinnacle Aircraft Engines LLC, Purchaser will pay Pinnacle Aircraft Engines LLC its costs of defending such suit or legal proceeding, including reasonable attorney's fees, in the event that (a) Pinnacle Aircraft Engines LLC prevails in the suit or legal proceeding; or (b) the value of the recovery awarded to the Purchaser is equal to or less than any settlement proposal made by Pinnacle Aircraft Engines LLC prior to the award made in the suit or legal proceeding.
14. This warranty agreement shall be construed and interpreted by and in accordance with the laws of the State of Alabama.
15. In the event that any provisions of this warranty agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this warranty agreement shall be construed as if such provision(s) had never been contained in this warranty agreement.
16. Purchaser agrees that any dispute arising out of or resulting from the condition of the engine/cylinder/component repaired by Pinnacle Aircraft Engines LLC shall, on the written request of Pinnacle Aircraft Engines LLC, be submitted to arbitration under the rules as Pinnacle Aircraft Engines LLC and Purchaser shall



agree. If no agreement can be reached, such arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association.

17. No agreement varying this warranty agreement or Pinnacle Aircraft Engines LLC obligations under it will be binding upon Pinnacle Aircraft Engines LLC unless made in writing by a duly authorized representative of Pinnacle Aircraft Engines LLC.

---

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED OR STATUTORY, WHETHER WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM ANY COURSE OR PERFORMANCE OR DEALING OR TRADE USAGE. THIS WARRANTY IS ALSO IN LIEU OF ANY OTHER OBLIGATION, LIABILITY, RIGHT OR CLAIM, WHETHER IN CONTRACT OR IN TORT, INCLUDING ANY RIGHT IN STRICT LIABILITY IN TORT OR ANY RIGHT ARISING FROM NEGLIGENCE ON THE PART OF PINNACLE AIRCRAFT ENGINES LLC, AND PINNACLE AIRCRAFT ENGINES LLC LIABILITY ON SUCH CLAIM SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE PART WHICH GIVES RISE TO THE CLAIM.

IN NO EVENT, WHETHER AS A RESULT OF A BREACH OF WARRANTY, CONTRACT OR ALLEGED NEGLIGENCE, SHALL PINNACLE AIRCRAFT ENGINES LLC BE LIABLE FOR SPECIAL OR CONSEQUENTIAL OR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, ECONOMIC LOSS, LOSS OF USE OR DAMAGE TO AN ENGINE, AIRCRAFT, OTHER PROPERTY OR COST OF A REPLACEMENT.

Effective 6/24/19