



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

Pinnacle Aircraft Engines warrants each Pinnacle Aircraft Engines overhauled Lycoming and Continental certified piston aircraft engine to be free from defects in materials and workmanship for a period of three (3) years or until the expiration of the Original Equipment Manufacturers (OEM) Time Between Overhaul (TBO) in effect at time of overhaul by Pinnacle Aircraft Engines, whichever occurs first. This is a limited warranty that covers parts and labor costs and is subject to the terms, conditions, exclusions, and limitations as set forth herein.

#### TERMS

1. This warranty becomes active on the date the engine is first operated or thirty (30) days after Pinnacle Aircraft Engines invoice date, whichever comes first. Upon activation, this warranty runs continuously for the warranty period, regardless of any warranty claim(s).
2. This warranty can be transferable from one owner to another for the duration of the warranty period. The new owner must contact Pinnacle Aircraft Engines for the warranty transfer documents. All task and paperwork work must be completed within 30 days of new ownership.
3. Pinnacle Aircraft Engines obligation under this warranty is limited to Pinnacle Aircraft Engines cost to repair or replace any Pinnacle Aircraft Engines overhauled engine or engine component or part included in the Pinnacle Aircraft Engines engine overhaul, plus labor costs associated with repairs or replacement in accordance with Pinnacle Aircraft Engines warranty labor rates in effect at this time.
4. Pinnacle Aircraft Engines, in its sole judgment, will determine whether a Pinnacle Aircraft Engines overhauled engine or engine component or part included in the Pinnacle Aircraft Engines engine overhaul is defective in material or workmanship.
5. Pinnacle Aircraft Engines reserves the right, at its option, to replace Pinnacle Aircraft Engines overhauled engine or engine component or part included in Pinnacle Aircraft Engines engine overhaul with either a new, rebuilt, overhauled, or serviceable engine, engine component, or part.
6. The repair of or replacement of any Pinnacle Aircraft Engines overhauled engine or engine component or part included in the Pinnacle Aircraft Engines engine overhaul shall not extend the period of warranty coverage set forth herein.



7. Notice of warranty claim must be made to Pinnacle Aircraft Engines as soon as any defect in material and workmanship is discovered and prior to any work performed. This notice of warranty claim must include a detailed written description, photos (as appropriate), and photocopies of applicable logbook entries.
8. Pinnacle Aircraft Engines reserves the right to require prepayment for warranty replacement parts when a warranty claim is made for a vendor supplied part. These parts' costs, less shipping, will be refunded when the warranty is approved by the vendor.

#### CONDITIONS

1. The engine has been properly installed in an aircraft that is current and complies with all Federal Aviation Administration (FAA) Airworthiness Directives and applicable service bulletins issued by the aircraft manufacturer or any accessory or component manufacturer.
2. The Pinnacle Aircraft Engines overhauled engine is operated within 30 (thirty) days of shipment from Pinnacle Aircraft Engines.
3. The Pinnacle Aircraft Engines overhauled engine is broken-in in accordance with the Pinnacle Aircraft Engines and OEM Break-In instructions.
4. The engine is properly maintained as per the OEM's instructions and subsequent Service Letters, Bulletins, and FAA Airworthiness Directives.
5. The engine has been operated correctly with accurate, calibrated instruments and has not been subject to **misuse, neglect, accident, corrosion, pre-ignition/detonation, stuck or burned cylinder valve(s), non-approved fuel and oil grades or additives, improper fuel system adjustment, or lack of preventive maintenance** as prescribed by the OEM including compliance with all FAA Airworthiness Directives and Manufacturer's Service Bulletins.
6. All logbooks are accurate and up to date.

#### EXCLUSIONS

1. OEM and/or Parts Manufacturer Approval (PMA) cylinder assemblies are excluded from this warranty as they are subject to separate cylinder warranties as provided by the cylinder manufacturer.



2. Engine accessory components including, but not limited to, magnetos, ignition harnesses, spark plugs, starters, carburetors, turbochargers, and fuel control systems as provided by Pinnacle Aircraft Engines as parts of the Pinnacle Aircraft Engines engine overhaul are excluded from this warranty as they are subject to each individual accessory manufacturer's separate warranty.
3. Accessories overhauled by Pinnacle Aircraft Engines included in the Pinnacle Aircraft Engines overhauled engine are warranted for a period of one year. This is a limited warranty that covers parts and labor costs and is subject to the same terms, conditions, exclusions, and limitations as set forth herein.
4. Pinnacle Aircraft Engines will be relieved of all obligations and liability under this warranty if the Pinnacle Aircraft Engines overhauled engine, engine parts, or accessories have been improperly installed, adjusted, stored, handled, repaired, altered, or operated contrary to the aircraft flight manual, current manufacturers, or Pinnacle Aircraft Engines recommendations.
5. Pinnacle Aircraft Engines will be relieved of all obligations and liability under this warranty if the Pinnacle Aircraft Engines overhauled engine, engine parts, or accessories have corrosion.
6. Shipping, shipping services, shipping damages and/or expediting costs are not included in this warranty.
7. Any sales tax, duties, or charges of any kind required by any state, province, or country other than Alabama is the responsibility of the purchaser and not the responsibility of Pinnacle Aircraft Engines.
8. Warranties will not be granted for troubleshooting, or removal and installation of engines or components or accessories for normal routine maintenance, inspections, or adjustments.
9. Pinnacle Aircraft Engines shall not be responsible for any incidental expenses including but not limited to downtime, travel costs, aircraft storage or rental associated with loss of use due to warranty conditions.
10. Costs associated with technical assistance or instruction provided by Pinnacle Aircraft Engines, including parts, labor, and transportation of products or components sent to Pinnacle Aircraft Engines for troubleshooting are not covered by this warranty absent a warrantable defect.



11. Pinnacle Aircraft Engines assumes no obligation for work accomplished at a facility other than its own unless prior written authorization is granted by Pinnacle Aircraft Engines
  
12. Pinnacle Aircraft Engines accepts no liability for any remedies set forth by the FAA or manufacturers of failed part(s) including recalls, service letters, service bulletins, or Airworthiness Directives that are issued after the Pinnacle Aircraft Engines overhauled engine, engine parts or accessory component has been shipped from the Pinnacle Aircraft Engines facility.

#### LIMITATIONS

1. Purchaser specifically acknowledges that any action or proceeding arising under this Warranty (or the sale giving rise to such Warranty), however founded, and whether in law or equity, shall be brought before the Supreme Court of the State of Alabama, County of Baldwin, which shall have exclusive jurisdiction to hear such action or proceedings.
  
2. THIS WARRANTY IS EXPRESSED IN LIEU OF ALL OTHER REPRESENTATIONS, EXPRESSED OR IMPLIED, AND ALL OTHER OBLIGATIONS AND LIABILITIES, EITHER DIRECT OR CONSEQUENTIAL ON THE PART OF PINNACLE AIRCRAFT ENGINES.
  
3. TO THE EXTENT ALLOWED BY APPLICABLE LAW. BUYER WAIVES ALL OTHER WARRANTIES, WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE OBLIGATIONS OF PINNACLE AIRCRAFT ENGINES. SET FORTH HEREIN SHALL BE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF THE WARRANTY HEREUNDER. PINNACLE AIRCRAFT ENGINES. SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR DIMINUTION OF MARKET VALUE, LOSS OF USE OR LOSS OF PROFITS OR REVENUES, AND PINNACLE AIRCRAFT ENGINES SHALL NOT BE LIABLE FOR ANY DAMAGE CLAIMED UNDER THE THEORIES OF NEGLIGENCE OR STRICT LIABILITY IN TORT. ANY ACTION BY BUYER FOR BREACH OF THIS WARRANTY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. THE CONSTRUCTION AND INTERPRETATION OF THIS WARRANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ALABAMA.