WESTERN SKYWAYS, INC. Gold Seal Aircraft Engine Warranty

DATE DEC 2019

ENGINEIO-520-C	SERIAL NUMBER 287232-R
WORK ORDER # W056090	WARRANTY NUMBERL19326

FULLWARRANTY

WESTERN SKYWAYS warrants the GOLD SEAL aircraft engine to be free from defects in material and workmanship under normal use for SIX (6) MONTHS from date of installation or beginning ten (10) days after shipment, whichever is applicable.

LIMITED WARRANTY

WESTERN SKYWAYS additionally warrants the major components to the end of the manufacturer's recommended TBO on a pro-rated basis at a minimum rate of 40 hours per month or actual time, whichever is greater. The following constitute "major components" for purposes of this GOLD SEAL aircraft engine limited warranty: crankcase and associated parts, cylinder assemblies and crankshaft and related parts.

TERMS AND CONDITIONS

- 1. The FULL WARRANTY and the LIMITED WARRANTY both include parts and labor. The FULL WARRANTY covers 100% parts and labor while the LIMITED WARRANTY covers parts and labor on a pro-rated basis.
- 2. Warranty service may be accomplished at facilities other than WESTERN SKYWAYS but ONLY AFTER PRIOR WRITTEN APPROVAL from WESTERN SKYWAYS and provided all work is performed at prevailing rates. WESTERN SKYWAYS retains the option to furnish any parts or accessories required for warranty service.
- 3. This warranty does not include shipping expenses.
- 4. This warranty is VOID on any engine or accessory which has been repaired or altered outside the WESTERN SKYWAYS facility without the prior written approval of WESTERN SKYWAYS. This warranty is also VOID on any engine which has been operated contrary to manufacturer's operating instructions or which, in WESTERN SKYWAY'S sole opinion, has been subjected to misuse, neglect, accident or the use of improper fuel.
- 5. Warranty repair or replacement of any part shall not extend this warranty beyond the original warranty time or hour limitation
- 6. THERE ARE NO OTHER EXPRESS WARRANTIES. ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED TO THE EXTENT LOCAL LAWS ALLOW DISCLAIMERS. IF NO DISCLAIMERS ARE ALLOWED, THE IMPLIED WARRANTIES ARE LIMITED IN TIME TO THE DURATION OF THIS WARRANTY. Local law may not allow limitations of implied warranties, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state, province to province, country to country.
- 7. WESTERN SKYWAYS' TOTAL LIABILITY FOR DAMAGES RELATION TO OR ARISING OUT OF THE USE OF THE ENGINE, REGARDLESS OF THE TYPE OR CAUSE OF SUCH DAMAGE, SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE PAID FOR THE ENGINE.
- 8. IN NO EVENT SHALL WESTERN SKYWAYS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS OR REVENUE, INABILITY TO USE PRODUCT OR OTHER ASSOCIATED EQUIPMENT, COST TO SUBSTITUTE EQUIPMENT, AND CLAIMS BY THIRD PARTIES) RESULTING FROM USE OF THE ENGINE.
- 9. Unless modified by a written agreement signed by WESTERN SKYWAYS, this warranty represents the complete and exclusive agreement between purchaser and WESTERN SKYWAYS with respect to this engine, superseding all prior agreements between the parties relating to the subject of this warranty other than WESTERN SKYWAYS and you should not rely on any such representation.