

 M+D FLUGZEUGBAU	M & D Flugzeugbau GmbH & Co.KG Streeker Str. 5b, D-26446 Friedeburg Tel: +49 4465 97878 0, Fax: +49 4465 97878 99 www.md-flugzeugbau.de info@md-flugzeugbau.de	SB No.: SL-MD02-001 Rev.: 00
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1. General Information

1.A Reason:

M&D Warranty Conditions for MD-TJ Series Engine

1.B Subject:

Publication of the M&D Warranty Conditions for MD-TJ Series Engines.

1.C Engines affected:

All MD-TJ Series Engines, delivered with EASA Form 1.

1.D Concurrent SB and SL:

none

2. Limited Warranty for MD-TJ Series Engine

2.1 Scope of the limited Warranty

M&D Flugzeugbau GmbH & Co.KG ("M&D") warrants that its new and unused MD-TJ Series Engines and its new and unused part and accessories for MD-TJ Series Engines (the Engines and the Parts are collectively referred to as the „Product“) are free from anomalies in material or workmanship for the period and under the conditions described below. By operating a new Engine or using a new part, the owner agrees that these terms and conditions are applicable and exclusive, that they were disclosed to the owner, and they were accepted by the owner at the time of purchase of the Product.

EXCEPT AS PROVIDED HEREUNDER, M&D MAKES NO WARRANTIES, EXPRESS OR IMPLIED CONCERNING THE MERCHANTABILITY OR THE FITNESS FOR THEIR INTENDED USE OF THE PRODUCTS.

2.2 Warranty Exclusions

The following are not warranted under any circumstances:

1. Replacement of normal wear and tear or service items (e.g. glow plug);
2. Any anomaly, failure or malfunction due to any improper alternation, improper modification, improper removal, improper service or improper repair performed by anyone other than M&D or its authorized representatives or any modification of the Product from its original configuration;
3. Any anomaly, failure or malfunction due to any storage, installation, operation, usage or maintenance which is not in accordance with M&D's manuals, service documents, airworthiness directives, bulletins, instructions and/ or recommendations.

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4. Any anomaly, failure or malfunction due to installation of accessories, parts, components or other items not supplied by M&D for aviation use;
5. Any anomaly, failure or malfunction due to ingestion of foreign objects, dirt inside or outside of the Product, corrosion, ingestion of water, ice or any other damage due to the operating environment;
6. Any anomaly, failure or malfunction resulting from the use of parts having exceeded any product limitation or recommended limitation established by the manufacturer, including but not limited to those of the airframe manufacturer, for example the Engine RPM, fuel consumption or Exhaust Gas Temperature (EGT) and proper system adjustment etc.
7. Any anomaly, failure or malfunction resulting from the use of the product or part from which the part number or serial number has been removed or modified.
8. Any anomaly, failure or malfunction due to fire, lightning strike, neglect, negligence, accident, incident, misuse, theft, casualty or any other factor beyond M&D control.

This warranty does not apply to normal maintenance service such as product tune-ups, adjustments, inspections, engine or component overhaul resulting from time between overhaul (TBO) expirations, etc. This warranty applies only to the parts of the product that are manufactured or supplied by M&D for aviation use. Nothing contained herein should be construed as a warranty by M&D of any part of the product that is not manufactured or supplied by M&D for aviation use. M&D accepts no responsibility for the failure of any engine or part which it does not manufacture or supply for aviation use, or for any damage resulting from such failure, even if the damage is to a M&D product.

Use of the product for self-launching, flights in rain, hail or ice or any aerobatic activity, at any point, even by a previous owner, will render this warranty null and void.

2.3 Coverage period

This warranty will be in effect being measured in hours of operations from the date the product is first put into use or being measured in months from the date of delivery to the first retail consumer.

The repair or replacement of products or the performance of service under this warranty does not extend the life of this warranty beyond its original expiration date.

For Engines this coverage is for the first **TWENTY FOUR (24) CONSECUTIVE MONTHS OR THE FIRST TEN (10) HOURS OF OPERATION**, whichever occurs first.

All parts installed at the time of delivery of a new and unused engine shall carry the same coverage period as that of the engine.

For parts that are **not** installed at the time of delivery of a new and unused engine, this coverage is for the first **TWENTY FOUR (24) CONSECUTIVE MONTHS OR THE FIRST FIVE (5) HOURS OF OPERATION**, whichever occurs first.

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2.4 Troubleshooting costs

For the first **TWELVE (12) CONSECUTIVE MONTHS** of coverage or the coverage period specified above in section 2.3, whichever is shorter, M&D will pay for certain troubleshooting costs associated with identifying the need for any repair or replacement covered by this warranty, when performed by, or coordinated through M&D or an authorized M&D company ("Troubleshooting Costs"), and where an anomaly is identified that results in a warranty claim.

No troubleshooting costs will be covered where the need for repair or replacement under warranty is identified in the course of overhaul, routine maintenance, or on the basis of an obvious nonconformity, or if the damage is not one covered by this limited warranty. No troubleshooting costs will be reimbursed if the need for a repair covered by this warranty was identified by someone other than a person approved by M&D or its authorized companies. Consult M&D (www.md-flugzeugbau.de) to see if a given maintenance organisation is authorized.

2.5 Conditions to have warranty coverage

This warranty coverage is available **only** if **each** of the following conditions has been fulfilled:

The product owner must register the engine by mailing or sending by post an **engine registration form** to M&D within 30 days of purchasing the engine. An **engine registration form** is included with each engine and can be downloaded at M&D (www.md-flugzeugbau.de). Contact M&D with any questions you may have.

This limited warranty applies only to engines which have been installed, inspected and maintained in accordance with the instructions for continued airworthiness, including compliance with all applicable service documents issued by M&D, the aircraft manufacturer or any accessory or component manufacturer. Performance of required inspections and maintenance must be documented in the **Engine Log Book**. The Engine Log Book must accompany any engine being returned for warranty consideration. M&D reserves the right to make warranty coverage contingent upon proof of proper inspection and maintenance.

THE CONDITIONS CONTAINED IN SECTION 2.5 ABOVE MUST BE COMPLIED WITH FULLY IN ORDER FOR THE WARRANTY COVERAGE CONTAINED HEREIN TO BE GIVEN FULL FORCE AND EFFECT, BUT COMPLIANCE OR LACK THEREOF, SHALL HAVE NO BEARING ON THE EFFECTIVENESS OF THE LIMITATIONS OF LIABILITY CONTAINED HEREIN. IN THE EVENT THAT THE CONDITIONS CONTAINED IN SECTION 2.5 ABOVE ARE NOT COMPLIED WITH FULLY, THEN THAT SHALL CONSTITUTE A WAIVER OF ANY AND ALL WARRANTY BENEFITS.

2.6. What to do to obtain warranty coverage

The product owner must notify M&D or an authorized M&D company, in writing, within **fourteen (14) days** from such discovery of a condition that the owner believes is resulting from an anomaly in material or workmanship in the product. Any anomalies which are not reported within fourteen (14) days shall not qualify for to any claims under this warranty. The notification by the owner in writing must stating all relevant data (Type and serial number of the engine, registration and type of aircraft, flight hours and cycles

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of the engine, definition, article- and serial number of the damaged part). Failure to do so will result in this limited warranty coverage being denied.

Note that the notification period is subject to the applicable national or local legislation.

The product owner must provide a reasonable opportunity for M&D or the authorized M&D company to repair it. The product owner must also present proof of purchase of the product to M&D or the authorized M&D company.

If you have additional questions regarding a warranty matter please contact M&D or an authorized M&D company. A listing is available at: www.md-flugzeugbau.de.

2.7 No anomaly found

If a duly reported anomaly cannot be confirmed as such by M&D and therefore no repair or replacement will be necessary, the product owner shall bear all costs accrued in connection with the examination of the alleged anomaly. Round-trip transportation charges for the transportation from the location of such items to an authorized M&D company and subsequently to M&D and the risk of loss thereof shall be borne by the Product owner.

2.8 Transfer

If the ownership of a product is transferred during the warranty coverage period, this warranty and limitations of liability shall also be transferred and will be valid for the remaining coverage period provided that M&D or an authorized M&D company promptly receives a proof that the former owner agreed to the transfer of ownership and that the name and contact details of the new owner are forwarded to M&D and provided that the conditions set forth in section 2.5 have been complied with fully.