

SERVICE LETTER

WARRANTY CONDITIONS

FOR ROTAX® ENGINE TYPES 912 AND 914 (SERIES)

AND 2-STROKE AIRCRAFT ENGINES

SL-912-012 R3

SL-914-010 R3

SL-2ST-006 R3

|| This SL revises SL-912-012/SL-914-010/SL-2ST-006 Revision 2 dated 30 March 2009.

Repeating symbols:

Please, pay attention to the following symbols throughout this document emphasizing particular information.

- ▲ **WARNING:** Identifies an instruction, which if not followed, may cause serious injury or even death.
- **CAUTION:** Denotes an instruction which if not followed, may severely damage the engine or could lead to suspension of warranty.
- ◆ **NOTE:** Information useful for better handling.

| || A revision bar outside of page margin indicates a change to text or graphic.

1) Planning information

1.1) Engines affected

All versions of the engine type:

- 503 UL ab S/N 7,079.062
- 582 UL ab S/N 7,140.260
- 912 A ab S/N 4,410.837
- 912 F ab S/N 4,412.965
- 912 S ab S/N 4,923.805
- 912 UL ab S/N 4,409.562
- 912 ULS ab S/N 5,652.870
- 912 ULSFR ab S/N 5,652.870
- 914 F ab S/N 4,420.889
- 914 UL ab S/N 6,773.519

◆ **NOTE:** For engines with lower S/N the given warranty conditions, valid at the time of delivery, stay valid and unchanged.

1.2) Concurrent ASB/SB/SI and SL

none

1.3) Reason

|| Update of warranty conditions.

1.4) Subject

New warranty conditions for ROTAX® engine types 912 and 914 (Series) and 2-stroke aircraft engines.

3) LIMITED WARRANTY FOR ROTAX® AIRCRAFT ENGINES AND RELATED PARTS AND ACCESSORIES

1. SCOPE OF THE LIMITED WARRANTY

BRP-Rotax GmbH & Co KG ("BRP-Rotax")* warrants that its new and unused aircraft engines (the "Engines") and its new and unused part and accessories for aircraft engines (the "Parts"), (the Engines and the Parts are collectively referred to as the "Products") 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, BRP-ROTAX MAKES NO WARRANTIES, EXPRESS OR IMPLIED CONCERNING THE MERCHANTABILITY OR THE FITNESS FOR THEIR INTENDED USE OF THE PRODUCTS.

2. EXCLUSIONS – ARE NOT WARRANTED

The following are not warranted under any circumstances:

1. Replacement of normal wear and tear or service items (such as spark plugs, filters, hoses, belts, etc.);
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 BRP-Rotax 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 BRP-Rotax's manuals, service documents, airworthiness directives, bulletins, instructions and recommendations.
4. Any anomaly, failure or malfunction due to installation of accessories, parts, components or other items not supplied by BRP-Rotax for aviation use;
5. Any anomaly, failure or malfunction resulting from cold seizures, piston scuffing, and any damage resulting from lack of lubrication;
6. Any anomaly, failure or malfunction due to ingestion of foreign objects, dirt inside or outside of the Product, corrosion, electrolysis, sulphidation, ingestion of water, ice or any other damage due to the operating environment;
7. 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, the oil pressure, the oil and cylinder head temperature, the manifold pressure, the fuel consumption and proper system adjustment etc.
8. 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.
9. Any anomaly, failure or malfunction due to fire, lightning strike, neglect, negligence, accident, incident, misuse, theft, casualty or any other factor beyond BRP-Rotax 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 BRP-Rotax for aviation use. Nothing contained herein should be construed as a warranty by BRP-Rotax of any part of the Product that is not manufactured or supplied by BRP-Rotax for aviation use. BRP-Rotax 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 Rotax Product. Use of the Product for racing or any other competitive activity, at any point, even by a previous owner, will render this warranty null and void.

3. LIMITATIONS OF LIABILITY

THIS LIMITED WARRANTY IS A WARRANTY TO REPAIR OR REPLACE AND NOT A WARRANTY OF THE CONDITION OR FUTURE PERFORMANCE OF THE PRODUCT. THIS WARRANTY IS EXCLUSIVE, EXPRESSLY GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FOR ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM BRP-ROTAX'S OR A ROTAX DISTRIBUTOR/DEALER'S OR ANY OF THEIR AFFILIATES' NEGLIGENCE, ACTUAL OR IMPUTED, STRICT TORT LIABILITY OR BREACH OF WARRANTY, THE REMEDIES OF THE OWNER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES, INCLUDING, WITHOUT LIMITATIONS, INCIDENTAL OR CONSEQUENTIAL DAMAGES. TO THE EXTENT THAT THEY CANNOT BE DISCLAIMED, THE IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIFE OF THIS EXPRESS WARRANTY. IN NO EVENT WILL BRP-ROTAX BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, NO MATTER HOW ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF ANY ANOMALY IN ANY ENGINE OR PART, ARISING OUT OF THE FAILURE OF ANY ENGINE OR PART TO OPERATE PROPERLY, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW FOR THE DISCLAIMERS, LIMITATIONS AND EXCLUSIONS IDENTIFIED ABOVE, AS A RESULT, THEY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

In the event that the governing law of a state does not allow for the disclaimers, limitations and exclusions identified above, then only those specific provisions that are not allowed will be deemed to be stricken, and all other provisions and limitations of this warranty will remain in full force and effect. Neither the distributors authorized by BRP-Rotax to distribute Rotax aircraft engines, nor a dealer or service center authorized by such a distributor (each, a "Rotax Distributor/Dealer"), nor any other person or entity has been authorized to make any affirmation, representation or warranty regarding the Product. All rights are contained in this limited warranty, and no other affirmation, representation or warranty shall be enforceable against BRP-Rotax. BRP-ROTAX reserves the right to modify this warranty at any time in writing, being understood that such modification will not alter the warranty conditions applicable to the Products sold while this warranty is in effect.

The repair or replacement of parts or the performance of service under this warranty shall be the sole and exclusive remedy available, and will be the absolute limit on BRP-Rotax's or Rotax Distributor/Dealer's or any of their affiliates' liability whether based upon contract or tort (including negligence, strict tort liability or breach of warranty) arising out of or resulting from (1) this limited warranty, or the performance or breach thereof, (2) the design, manufacture, delivery, sale, repair, replacement or any use of such parts, and of the Products, (3) or the furnishing of any such service.

4. COVERAGE PERIOD AND WHAT BRP-ROTAX WILL DO

This warranty will be in effect:

- in case of the warranty period being measured in hours of operations: from the date the Product is first put into use.
- in case of the warranty period being measured in months: from the date of delivery to the first retail consumer, but in no event later than **SIX (6) MONTHS** after BRP-Rotax invoice date regarding its sale of the Product to an authorized Rotax Distributor/Dealer

and for the periods specified under section 4.

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. Note that the duration and any other modalities of the warranty are subject to the applicable national or local legislation in your country. BRP reserves the right to improve or modify Products from time to time without assuming any obligation to modify Products previously manufactured.

4.1. REPAIR OR REPLACEMENTS OF PARTS

BRP-ROTAX will, at its sole discretion, either repair parts found to have developed anomalies under normal use, maintenance and service, or replace such parts with new genuine Rotax parts without charge for the parts and the Labor Costs (as defined below), at any authorized Rotax Distributor/Dealer or coordinated by an authorized Rotax Distributor/Dealer, during the following warranty coverage period:

A. ENGINES:

- (a) For non-certified/non-certificated four-strokes UL Engines (912 and 914 model designations), this coverage is for the first **EIGHTEEN (18) CONSECUTIVE MONTHS OR THE FIRST TWO HUNDRED (200) HOURS OF OPERATION**, whichever occurs first.
- (b) For non-certified/non-certificated two-strokes UL Engines (447, 503 and 582 model designations), this coverage is for the first **EIGHTEEN (18) CONSECUTIVE MONTHS OR THE FIRST ONE HUNDRED (100) HOURS OF OPERATION**, whichever occurs first.
- (c) For certified/certificated Engines (models with a type certificate), this coverage is for the first **TWENTY FOUR (24) CONSECUTIVE MONTHS OR THE FIRST FOUR HUNDRED (400) HOURS OF OPERATION**, whichever occurs first.

B. PARTS:

- (a) All Parts installed at the time of delivery of a new and unused Engine by a Rotax Distributor/Dealer shall carry the same coverage period as that of the Engine.
- (b) For non-certified/non-certificated Parts that are not installed at the time of delivery of a new and unused Engine by a Rotax Distributor/Dealer, this coverage is for the first **EIGHTEEN (18) CONSECUTIVE MONTHS OR THE FIRST ONE HUNDRED (100) HOURS OF OPERATION**, whichever occurs first.
- (c) For certified/certificated Parts that are not installed at the time of delivery of a new and unused Engine by a Rotax Distributor/Dealer, this coverage is for the first **TWENTY FOUR (24) CONSECUTIVE MONTHS OR THE FIRST ONE HUNDRED (100) HOURS OF OPERATION**, whichever occurs first.

All anomalous parts replaced under this warranty will immediately become the property of BRP-Rotax.

4.2. LABOR COSTS

For the coverage period specified above in section 4.1, BRP-Rotax will pay for certain labor costs incurred by, or coordinated through any authorized Rotax Distributor/Dealer associated with the repair or replacement of a part covered by this limited warranty (the "Labor Costs"). The amount of Labor Costs allowed will be in accordance with the latest revision of the BRP-Rotax limited warranty labor allowance for the applicable Product, which is made available to the authorized Rotax distributors.

4.3. SHIPPING COSTS

For the first **TWELVE (12) CONSECUTIVE MONTHS** of coverage or the coverage period specified above in section 4.1, whichever is shorter, BRP-Rotax will pay for certain costs in connection with the shipping of anomalous parts or Products to a repair facility designated by BRP-Rotax. For reimbursement of such shipping costs, the Product owner must first obtain the written approval from a Rotax Distributor/Dealer, and then pre-pay the shipping. Any Engine returned pursuant to this section 4.3 must be described on the bill of lading as "internal combustion engine", with the Engine serial number and the Engine type identified. BRP-Rotax will then reimburse the owner the actual surface freight charges incurred, or five hundred Euros (EUR 500.00), whichever is less.

4.4. TROUBLESHOOTING COSTS

For the first **TWELVE (12) CONSECUTIVE MONTHS** of coverage or the coverage period specified above in section 4.1, whichever is shorter, BRP-Rotax 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 an authorized Rotax Distributor/Dealer ("Troubleshooting Costs"), and where an anomaly is identified that results in a warranty claim. The amount of Troubleshooting Costs allowed will be in accordance with the latest revision of the BRP-Rotax limited warranty labor allowance for the applicable Product, which is made available to the authorized Rotax distributors, but in no event will the Trouble Shooting Costs exceed fifteen percent (15%) of the Labor Costs allowed by BRP-Rotax for such repairs or replacements.

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 BRP-Rotax or its authorized Distributors/Dealers. Consult www.FLYROTAX.com or contact your authorized Rotax distributor to see if a given repair facility is authorized.

5. CONDITIONS TO HAVE WARRANTY COVERAGE

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

1. The Engine owner must register the Engine by mailing a warranty registration card to an authorized Rotax distributor, within 30 days of purchasing the Engine. An engine registration card is included with each Engine. Contact a Rotax Distributor/Dealer or one of its service centers with any questions you may have.
2. This limited warranty applies only to Products which have been installed, inspected and maintained in accordance with the instructions for continued airworthiness, including compliance with all applicable service documents issued by BRP-Rotax, the aircraft manufacturer or any accessory or component manufacturer. Performance of required inspections and maintenance must be documented by appropriate logbook entries and the logbook must accompany any Product being returned for warranty consideration. BRP-Rotax reserves the right to make warranty coverage contingent upon proof of proper inspection and maintenance.

THE CONDITIONS CONTAINED IN SECTION 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 5 ABOVE ARE NOT COMPLIED WITH FULLY, THEN THAT SHALL CONSTITUTE A WAIVER OF ANY AND ALL WARRANTY BENEFITS.

6. WHAT TO DO TO OBTAIN WARRANTY COVERAGE

The Product owner must notify an authorized Rotax Distributor/Dealer, 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 owner shall use the form titled "Customer Service Information Report" or an equivalent form included in the operator's manual or maintenance manual. 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 reasonable access to the Product and a reasonable opportunity for the authorized Rotax Distributor/Dealer to repair it. The Product owner must also present proof of purchase of the Product to the Rotax Distributor/Dealer, if requested.

BRP-Rotax may require the Rotax Distributor/Dealer to return the anomalous parts or components for evaluation prior or subsequent to the approval of any Warranty credit.

If you cannot locate a Rotax Distributor/Dealer or if you have additional questions regarding a warranty matter, contact the authorized Rotax distributor for your country. A listing is available in the operator's manual for the Engines or at www.FLYROTAX.com.com. You may also contact our office at:

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A-4623 Gunskirchen, Austria
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7. NO ANOMALY FOUND

If a duly reported anomaly cannot be confirmed as such by BRP-Rotax 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 Rotax Distributor/Dealer and subsequently to BRP-Rotax and the risk of loss thereof shall be borne by the Product owner.

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 BRP-Rotax or an authorized Rotax distributor promptly receives: a) proof that the former owner agreed to the transfer of ownership; b) the name and contact details of the new owner; and c) provided that the conditions set forth in section 5 have been complied with fully.

* The Products are distributed and serviced by the authorized Rotax distributors and their authorized dealers and service centers.

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Approval of translation to best knowledge and judgement - in any case the original text in English language are authoritative.