

DSM Overhauls warrants each DSM Overhaul overhauled Lycoming 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 Manufacturer's (OEM) Time Between Overhaul (TBO) in effect at time of overhaul by DSM Overhauls, 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 sixty (60) days after DSM Overhaul's shipment date, whichever comes first. Upon activation, this warranty runs continuously for the warranty period, regardless of any warranty claim(s).
2. This warranty is transferable from one owner to another for the duration of the warranty period.
3. DSM Overhaul's obligation under this warranty is limited to DSM Overhaul's cost to repair or replace any DSM Overhauls overhauled engine or engine component or part included in the DSM Overhauls engine overhaul, plus labor costs associated with repairs or replacement in accordance with Lycoming's warranty labor rates in effect at time of claim as published in SSP-875 .
4. DSM Overhauls, in its sole judgment, will determine whether a DSM Overhauls overhauled engine or engine component or part included in the DSM Overhauls engine overhaul is defective in material or workmanship.
5. DSM Overhauls reserves the right, at its option, to replace any DSM Overhauls overhauled engine or engine component or part included in the DSM Overhauls engine overhaul with either a new, rebuilt, overhauled, or serviceable engine, engine component, or part.
6. The repair of or replacement of any DSM Overhauls overhauled engine or engine component or part included in the DSM Overhauls engine overhaul shall not extend the period of warranty coverage set forth herein.
7. Notice of warranty claim must be made to DSM Overhauls 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. DSM Overhauls 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.

9. DSM Overhauls may, at its sole option choose to replace your engine rather than repair it. When a replacement engine has been authorized, DSM Overhauls will provide you a pro-rata credit towards the cost of a replacement DSM Overhauls engine. DSM Overhauls reserves the right to change the method by which DSM Overhauls may provide warranty coverage to you and your DSM Overhauls Engine's eligibility to receive a particular method of service.

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 DSM Overhauls overhauled engine is operated within 60 (sixty) days of shipment from DSM Overhauls..

3. The DSM Overhauls overhauled engine is broken-in in accordance with Lycoming Break-In instructions Service Instruction No. 1427C.

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 DSM

Overhauls as parts of the DSM Overhauls engine overhaul are excluded from this warranty as they are subject to each individual accessory manufacturer's separate warranty.

3. This Limited Warranty does not cover normal maintenance services, replacement of service items, costs incidental to the loss of use of the engine, or any engine or part that, in DSM Overhauls's sole judgment, experienced damage due to the following: • Corrosion, pre-ignition, detonation, cylinder glazing or stuck valves; • Misuse, negligence, abuse, improper installation, shipping damage or accident; • Operation outside of Lycoming's published specifications or the use of non-approved fuels or lubricants; • Acts of nature (e.g., earthquakes; floods; volcanoes; ingestion of dust, dirt, or debris; etc.); • Improperly repaired, maintained or adjusted; • Use or incorporation of Non FAA-PMA parts or parts reconditioned or altered in a manner not approved by Lycoming or modification of an engine that no longer meets its original type design. This Limited Warranty does not cover repairs that incorporate aftermarket or non FAA-PMA Lycoming parts. DSM OVERhauls may void this Limited Warranty if it determines that improper repair, maintenance, alteration, or installation of the engine by a third party, or incorporation of any after-market or non FAA-PMA part has affected the durability, safety, or reliability of the engine or damaged any part.

4. DSM Overhauls will be relieved of all obligations and liability under this warranty if the DSM Overhauls overhauled engine, engine parts, or accessories have been improperly installed, adjusted, stored, handled, repaired, altered, or operated contrary to the aircraft flight manual, current manufacturer's, or DSM Overhaul's recommendations.

5. Shipping, shipping services, shipping damages and/or expediting costs are not included in this warranty.

6. Any sales tax, duties, or charges of any kind required by any state, province or country other than the state of Iowa is the responsibility of the purchaser and not the responsibility of DSM Overhauls.

7. Warranties will not be granted for trouble-shooting, or removal and installation of engines or components or accessories for normal routine maintenance, inspections, or adjustments.

8. DSM Overhauls 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.

9. Costs associated with technical assistance or instruction provided by DSM Overhauls, including parts, labor, and transportation of products or components sent to DSM Overhauls for trouble-shooting are not covered by this warranty absent a warrantable defect.

10. DSM Overhauls assumes no obligation for work accomplished at a facility other than its own unless prior written authorization is granted by DSM Overhauls.

11. DSM Overhauls 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 DSM Overhauls overhauled engine, engine parts or accessory component has been shipped from the DSM Overhauls facility.

12. Your maintenance provider should contact DSM Overhauls prior to providing warranty service. Before receiving warranty coverage, DSM Overhauls or its agents may require that you or your maintenance provider respond to questions designed to assist with diagnosing potential issues, and you or your maintenance provider must follow DSM Overhaul's directions for obtaining warranty coverage. You or your maintenance provider may be required to ship the suspect part or the entire engine back to DSM Overhauls, Lycoming, or any DSM Overhaul's Vendor at DSM Overhaul's discretion, and you or your maintenance provider may also be required to return additional components, documents, or photographs necessary to evaluate the claim. If you or your maintenance provider fail to comply with these requirements, DSM Overhauls may, at its sole option, deny your warranty claim.

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 Polk County District Court of the State of Iowa, 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 DSM OVERHAULS. 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 DSM OVERHAULS SET FORTH HEREIN SHALL BE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF THE WARRANTY HEREUNDER. DSM OVERHAULS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES, INCLUDING,

DSM OVERHAULS

Lycoming Engine Specialists

Warranty

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P: (866) 849-0343

WITHOUT LIMITATION, ANY DAMAGES FOR DIMINUTION OF MARKET VALUE, LOSS OF USE OR LOSS OF PROFITS OR REVENUES, AND DSM OVERHAULS 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 IOWA.