



Rolls-Royce

UNIVERSAL M250 AND RR300 NEW ENGINE LIMITED WARRANTY

Rolls-Royce Corporation issues the following express Limited Warranty for all new Aircraft OEM installed engines and new spare engines, subject to the following terms, conditions and limitations:

1. **What is Covered:** This Limited Warranty covers the costs of material and in-shop labor to repair (or replace at Rolls-Royce's sole option) any M250 or RR300 engine which has failed or malfunctioned during the warranty period as a result of a defect in material or workmanship under normal use and service, or as a result of a nonconformity of the engine at the time of delivery to the Purchaser with the engine specifications in effect at the time of manufacture by Rolls-Royce. **THIS IS A LIMITED WARRANTY, AS DEFINED IN SECTION 7.**
2. **Who is Covered:** Anyone who purchases a new aircraft from an aircraft manufacturer (or the aircraft manufacturer's dealer) which is equipped with a new Rolls-Royce M250 or RR300 engine, or anyone who purchases a new M250 or RR300 spare engine from Rolls-Royce or Rolls-Royce's authorized distributor is entitled to coverage under this Limited Warranty. This warranty is transferable, subject to the terms herein and at the discretion of Rolls-Royce.
3. **Warranty Period:** The term of this Limited Warranty expires upon the first occurrence of any of the following events:
 - One thousand (1,000) hours of operation (as defined in the engine Operations and Maintenance Manual)
 - Three thousand (3,000) cycles (as defined in the engine Operations and Maintenance Manual)
 - Twenty-Four (24) calendar months from the date of delivery to the Purchaser
 - Forty-Eight (48) calendar months from the date of delivery of the engine to the Aircraft Manufacturer or Rolls-Royce authorized distributor

Note: As a Customer Option, a twelve (12) month warranty extension can be purchased from the Rolls-Royce Warranty Administrator. If interested, contact information is given in Section 4(a).

Following any repair which is covered by the terms of this Limited Warranty, the engine shall have only the portion of the warranty period remaining from the date/time in which Limited Warranty was first issued. The warranty period is not extended following any such covered repair.

4. **Obtaining Warranty Authorization for Repairs:**

- a) To obtain warranty authorization for repairs the Purchaser, or a Rolls-Royce authorized FIRST Network facility or Rolls-Royce field support personnel (on behalf of Purchaser), must send written notification to Rolls-Royce of any warranty claim within thirty (30) days after the alleged defect or nonconformity is discovered, or in the exercise of ordinary diligence should have been discovered. Notification must be to the Rolls-Royce Warranty Administrator via the Internet, Email, Telephone, or Mail contacts below. The Warranty Administrator will verify that the engine is within its warranty period and is eligible for warranty, and then issue a warranty authorization number (to track the repair) to the Purchaser and First Network facility.

Internet: <https://fast.aeromanager-online.com>

Email: FAST@Rolls-Royce.com (email for warranty authorization)
Helicoptercustsupp@rolls-royce.com (email for technical questions)

Telephone: (USA) 317-230-2720

Mail: Rolls-Royce Corporation
450 South Meridian Street
Speed Code MC-NB-04-08
Indianapolis, IN 46225-1103 USA

The Purchaser may choose any Rolls-Royce authorized FIRST Network facility for the warranty repair.

- b) The Purchaser should not disassemble an engine into modules, or remove parts from the engine without Rolls-Royce's prior authorization. Modules and parts may only be removed from engines by individuals who are authorized by Rolls-Royce to perform this work. Engines/modules/parts must be shipped in accordance with published Rolls-Royce procedures.
- c) The Rolls-Royce authorized FIRST Network repair facility selected by Purchaser must receive the engine/module/part within ninety (90) days after the written notification of defect is sent. The Purchaser is responsible for transportation charges to and from the FIRST Network repair facility.
- d) The Purchaser may not obtain warranty coverage for used parts or LRUs via Rolls-Royce's authorized parts distributor (Boeing Distribution Inc. - BDI). Only new, zero-time parts purchased directly from BDI may be returned to BDI for warranty credit. Used parts and LRUs must be processed for warranty via a Rolls-Royce authorized FIRST Network facility.
- e) Rolls-Royce shall be the sole decision maker about whether there is a defect in material or workmanship under normal use and service or a nonconformity of the engine at the time of delivery to the Purchaser with the specifications in effect at the time of manufacture by Rolls-Royce.
- f) In the event the warranty claim is denied, the Purchaser may be given the option to pay the Rolls-Royce authorized repair facility to make the necessary repairs. If the Purchaser chooses not to proceed with the repairs, the Purchaser is responsible for coordinating the return of the engine/module/part at its sole expense.
5. **Other Warranties:** Select accessory manufacturers (summarized below) provide warranty for their product that fall within the Rolls-Royce New Engine Limited Warranty. The Rolls-Royce FIRST Network is authorized to work directly with these manufacturers to process warranty claims. Rolls-Royce will work with the FIRST Network shops in enforcing these manufacturer warranties. In the event the accessory manufacturer's warranty coverage is less than the Rolls-Royce New Engine Limited Warranty, the Rolls-Royce New Engine Limited Warranty will cover the expense of qualified repairs.
- Honeywell: Fuel Control Units, Power Turbine Governors, Double Check Valves (Series II, RR300)
 - Woodward: Prop Governors and Overspeed Governors (Series II turboprop)
 - Triumph Engine Controls: Engine Control Units, Hydro-Mechanical Units (Series IV)
 - Triumph Engine Controls: Fuel Pumps (all models)
 - Collins (Delavan): Fuel Nozzles (all models)
 - Collins: Electronic Engine Controls, Fuel Metering Units, Fuel Pump Power Units (C47E Series)
 - Skurka Aerospace: Starter-Generators, Generator Controls Units (RR300)
6. **What is NOT Covered:** This Limited Warranty covers only the items expressly provided herein. Items not covered include:
- a) Any malfunction, defect, or nonconformity discovered or reported after the expiration of the warranty period.
- b) Future performance (SHP, TOT margin) of the engine following repair is not warranted/guaranteed.
- c) Consumables, including the following:
- External seals (e.g. gearbox lip seals)
 - Oil, fuel, and air filters
 - Gaskets, washers, o-rings, etc.
 - Small external parts, such as nuts, bolts, clamps, etc.
 - Oils, lubricants, sealants, etc.
- d) Labor associated with removal and installation of the engine, engine module, engine accessory, or engine LRUs.
- e) Labor associated with all troubleshooting of engine, accessories, and LRUs.
- f) Labor associated with all line maintenance and inspections (both scheduled and unscheduled) for the engine, accessories, and LRUs.
- g) Transportation charges and any other surcharges, import taxes, duties, handling fees, or other fees that may be levied in transporting an engine, accessory, or LRU to or from a Rolls-Royce designated repair facility.
- h) FAA mandated life limits (FH and cycles) listed in Chapter 5 of each engine model's Operation & Maintenance Manual are not guarantees, and therefore are not covered by this limited warranty.
- i) Foreign object damage (FOD) in operation, transit, or in storage.
- j) Failures, malfunctions, or non-conformities of the engine attributable in whole or in part due to:
- The failure to store, preserve, install, operate, maintain, repair or replace the engine or modules/parts in accordance with applicable recommendations by Rolls-Royce.
 - Acts of God, combat damage, misuse, corrosion, erosion, neglect or accident.
 - The alteration of an engine/module/part which is not in accordance with published Rolls-Royce procedures.

- The use of parts or components not manufactured by Rolls-Royce or installed by a Rolls-Royce authorized repair facility. modules or parts which have been repaired by someone other than a Rolls-Royce authorized repair facility.
- k) Parts which are replaced as a result of the purchaser's elected maintenance or as a result of the purchaser's decision to transfer modules, accessories or parts. These decisions by the purchaser can cause premature exposure in these or other parts which must be replaced based upon applicable Rolls-Royce published inspection criteria and are not covered by this Limited Warranty. Any change to the engine configuraton (modules, accessories, or parts) without pre-approval by the Rolls-Royce Warranty Adminstrator will void this engine limited warranty.

7. **Legal Terms and Conditions:**

- a) **LIMITATION OF WARRANTIES: THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES NOT SPECIFIED HEREIN.**
- b) The obligations of Rolls-Royce under this Limited Warranty are limited to the repair of the engine as provided herein. In no event, whether as a result of breach of contract or warranty, alleged negligence, or otherwise, shall Rolls-Royce be subject to liability for incidental, consequential, indirect, special or punitive damages of any kind, including without limitation to damage to the engine, airframe or other property, commercial losses, lost profits, loss of use, grounding of engines or aircrafts, inconvenience, loss of time, cost of capital, cost of substitute equipment, downtime, claims of customers, or changes in retirement lives and overhaul periods.
- c) This Limited Warranty, the obligations of Rolls-Royce and the rights and remedies of the Purchaser set forth in this Limited Warranty are exclusive and are expressly in lieu of and the Purchaser hereby waives and releases all other obligations, representations or liabilities, express or implied, arising by law in contract, tort (including negligence or strict liability) or otherwise, including but not limited to any claims arising out of, connected with or resulting from the performance of this Limited Warranty or from the design, manufacture, sale, repair, lease or use of the product, any component thereof and services delivered or rendered hereunder or otherwise. Any additional or different liabilities assumed by Rolls-Royce must be contained in a written document signed by the President or Chief Operating Officer of Rolls-Royce.
- d) In no event shall the liability of Rolls-Royce arising under this Limited Warranty exceed the price of the product or service which gives rise to the claim.
- e) To the extent that applicable law does not permit certain limitations set forth in this Limited Warranty, such limitations shall not be applied or invoked. Nothing in this Limited Warranty will be interpreted to disclaim liability of Rolls-Royce for gross negligence or willful misconduct.
- f) Rolls-Royce's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
- g) If any one or more of the provisions contained in this Limited Warranty shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby.
- h) This Limited Warranty shall be construed and interpreted in accordance with the laws of the State of Indiana, without reference to its choice of law rules. Accordingly, parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Limited Warranty.
- i) Any controversy or claim arising out of or relating to this Limited Warranty or breach thereof shall be litigated only in the Circuit or Superior Courts of Marion County, Indiana or the United States District Court for the Southern District of Indiana, Indianapolis Division. In connection with the foregoing, the Purchaser consents to the jurisdiction and venue of such courts and expressly waives any claims or defenses of lack of jurisdiction or proper venue by such courts.

The preceding paragraphs of this document set forth the sole and exclusive remedies for all claims based on failure of, or defects in, the goods provided under this contract. Whether the failure or defect arises before or during the warranty period and whether a claim, however instituted, is based on contract, indemnity, warranty (including the warranty against redhibitory defects), tort (including negligence), strict liability or otherwise. The foregoing warranties are exclusive and are in lieu of all other warranties and guarantees, whether written, oral, implied or statutory (including the warranty against redhibitory defects). No implied statutory warranty of merchantability or fitness for a particular purpose shall apply.