



Rolls-Royce

NEW SPARE RR300 ENGINE OR PART LIMITED WARRANTY

Rolls-Royce Corporation issues the following express Limited Warranty for new spare RR300 engines and new parts 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 RR300 engine or part 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.
2. **Who is Covered:** Anyone who purchases a new Rolls-Royce RR300 engine/part from Rolls-Royce or the Rolls-Royce designated 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) hour 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 Rolls-Royce designated Distributor

Following repairs which are covered by the terms of this Limited Warranty, the engine or part 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 such covered repairs. This is a repair warranty, not a future performance warranty. Any malfunction, defect or nonconformity discovered or reported after the expiration of the warranty period is not covered by this Limited Warranty.

4. **Obtaining Repairs:**

- a) To obtain repairs, the Purchaser must submit Warranty Authorization on the FAST Website or 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.

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

Or

The notification must be addressed to the RR 300 Warranty Administrator at the following address:

Rolls-Royce Corporation
RR300 Warranty Administrator
450 South Meridian Street
P.O. Box 420, Speed Code MC-NB-04-08
Indianapolis, Indiana 46225-1103 USA

Phone: (US) 317-230-5003
Phone: (North American Toll Free) 1-800-308-9610
Email: FAST@rolls-royce.com

The Purchaser will then be contacted with shipping instructions and point of contact information for the Purchaser's requested Limited Warranty repair. The Purchaser should not disassemble an engine or parts from the engine without Rolls-Royce's prior authorization. Parts may only be removed from an engine by individuals who are authorized by Rolls-Royce to perform this work. Engines/parts must be shipped in accordance with published Rolls-Royce procedures.

- b) The Rolls-Royce authorized repair facility must receive the engine/part within ninety (90) days after the written notification of defect is sent. The Purchaser is responsible for transportation charges to and from the Rolls-Royce authorized repair facility.
 - c) 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 non-conformity of the engine at the time of delivery to the Purchaser with the specifications in effect at the time of manufacture by Rolls-Royce.
 - d) 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/part at its sole expense.
5. **Other Warranties:** The manufacturers of optional equipment and components not manufactured by Rolls-Royce, including but not limited to an Engine Air Particle Separator, may or may not provide their own warranties. These warranties are separate from the Rolls-Royce Limited Warranty and constitute the only warranties for those specific components. Please review all warranties for the terms and conditions of those warranties.

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.

6. **What is NOT Covered:** This Limited Warranty covers only the items expressly provided herein. Some examples of items not covered include:
- a) Failures, malfunctions, or non-conformities of the engine attributable in whole or in part to the failure to store, preserve, install, operate, maintain, repair or replace the engine/parts in accordance with applicable recommendations by Rolls-Royce.
 - b) Failures, malfunctions, or non-conformities of the engine attributable in whole or in part to acts of God, misuse, corrosion, erosion, neglect, combat damage or accident.
 - c) Failures, malfunctions, or non-conformities of the engine attributable in whole or in part to the alteration of an engine/part which is not in accordance with published Rolls-Royce procedures.
 - d) Foreign object damage in operation, transit or in storage.
 - e) Consumables (including oils, lubricants, shop consumables, miscellaneous shop expenses etc.)
 - f) Engines or parts contained in engines which have been repaired by someone other than a Rolls-Royce authorized repair facility.
 - g) Failures, malfunctions, or non-conformities caused by parts or components not manufactured or installed by Rolls-Royce.
 - h) Transportation charges and any other surcharges, import taxes, duties, handling fees or other fees that may be levied in transporting the engine/part to/from a Rolls-Royce authorized repair facility for repair.
 - i) Labor for removal or reinstallation of the engine/part.
 - j) Parts which are replaced as a result of the Purchaser's elected maintenance or as a result of the Purchaser's decision to transfer 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 or Operations and Maintenance Manual and are not covered by this Limited Warranty.
 - k) Engine assemblies or parts which are not in the same delivered configuration from Rolls-Royce or Rolls-Royce designated Distributor.
7. **Other Terms:**
- a) **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.**
 - b) **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.**
 - c) 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.
 - d) 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.
 - e) 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.
 - f) 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.
 - g) 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.
 - h) 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.