



SERVICE LETTER

Conditions relating to the limited extended warranty for ROTAX® Engine Types 912/914 Series and 912 i Series

ATA System: 00-00-00 General note

Symbols used:

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

General note



Identifies an instruction which, if not followed, may cause serious injury including the possibility of death.



Identifies an instruction which, if not followed, may cause minor or moderate injury.

NOTICE

Denotes an instruction which, if not followed, may severely damage the engine or other components.

ENVIRONMENTAL NOTE

Environmental notes give you tips on environmental protection.

HINWEIS:

Indicates supplementary information which may be needed to fully complete or understand an instruction.



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

To obtain satisfactory results, procedures specified in this publication must be accomplished with accepted methods and prevailing government regulations.

BRP-Powertrain GmbH & Co KG. cannot be responsible for the quality of work performed in accomplishing the requirements of this publication.

1) Planning information

1.1) Engines affected

All versions and parts of the engine type 912/914 Series and 912 i Series.

1.2) Concurrent ASB/SB/SI and SL

none

1.3) Reason

Issue of conditions relating to the limited extended warranty for ROTAX® engine types 912/914 Series and 912 i Series.

1.4) Subject

Conditions relating to the limited extended warranty for ROTAX® engine types 912/914 Series and 912 i Series.

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2) LIMITED EXTENDED WARRANTY FOR ROTAX® AIRCRAFT ENGINE TYPES 912/914 SERIES AND 912 i SERIES, AND RELATED PARTS AND ACCESSORIES

2.1) SCOPE OF THE LIMITED EXTENDED WARRANTY

BRP-Powertrain GmbH & Co KG ("BRP-Powertrain")* warrants that its new and unused aircraft engines covered by this limited extended warranty and properly maintained in accordance with section 4 ("ENGINE" or "ENGINES") and its parts and accessories for aircraft engines ("PART" or "PARTS"), (collectively referred to as the "PRODUCTS"), are free from defects in material or workmanship for the period and under the conditions described below. By operating an ENGINE or using a 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. BEYOND THE PROVISIONS OF THIS LIMITED EXTENDED WARRANTY, BRP-POWERTRAIN OFFERS NO GUARANTEE AND/OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE MERCHANTABILITY OR FITNESS FOR INTENDED USE OF THE PRODUCTS.

2.2) WARRANTY EXCLUSIONS

The following cases 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 defects, failures or malfunctions due to any improper alternation, improper modification, improper removal, improper service or improper repair performed by anyone other than BRP-Powertrain or its authorized representatives or any modification of the PRODUCT from its original configuration;
3. any defects, failures or malfunctions due to any storage, installation, operation, usage or maintenance which is not in accordance with BRP-Powertrain's manuals, service documents, airworthiness directives, bulletins, instructions and/or recommendations (e.g. abnormal wear as a result of starting problems, vibrations, overloading, etc.);
4. any defects, failures or malfunctions due to installation of accessories, parts, components or other items not supplied by BRP-Powertrain for aviation use;
5. any defects, failures or malfunctions resulting from cold seizures, piston scuffing, and/or any damage resulting from lack of lubrication;
6. any defects, failures or malfunctions due to the suction of foreign matter, dirt inside or outside the PRODUCT, corrosion, electrolysis, sulphidation, suction of water or ice or any other damage due to the operating environment;
7. any defects, failures or malfunctions 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 boost pressure, the fuel consumption and proper system adjustment, etc.;

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8. any defects, failures or malfunctions resulting from the use of the PRODUCT or PART from which the part number or serial number has been removed or modified;
9. any defects, failures or malfunctions due to fire, lightning strike, negligence, incidents, misuse, theft, accidents or any other factor beyond BRP-Powertrain's control;
10. any slight leakage of operating fluids (so-called "sweating") that does not lead to any draining of operating fluids within five (5) minutes of the engine being turned off;
11. any defects, failures or malfunctions of the exhaust system (complete system and/or built of individual components).

This limited extended 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 limited extended warranty applies only to the parts of the PRODUCT that are manufactured or supplied by BRP-Powertrain for aviation use.

Nothing contained herein should be construed as a warranty by BRP-Powertrain of any part of the PRODUCT that is not manufactured or supplied by BRP-Powertrain for aviation use.

BRP-Powertrain shall not be liable for any failures of engines or parts that were not manufactured or supplied by BRP-Powertrain for aviation use, or for damages resulting from any failures of such products, even if the damages affect a BRP-Powertrain PRODUCT. This limited extended warranty shall not apply if the PRODUCT has been used at any time, even by a previous owner, for racing or other competitions.

2.3) LIMITATIONS OF LIABILITY

THIS LIMITED EXTENDED WARRANTY GUARANTEES ONLY THE REPAIR OR REPLACEMENT OF THE PRODUCT, AND NOT ITS SPECIFIC CONDITION OR FUTURE PERFORMANCE. THIS LIMITED EXTENDED WARRANTY IS EXCLUSIVE AND IS EXPRESSLY MADE AND ACCEPTED IN LIEU OF ANY OTHER GUARANTEES AND/OR WARRANTIES, EXPRESS OR IMPLIED, IN PARTICULAR GUARANTEES AND/OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FOR ALL OBLIGATIONS, LIABILITIES, RIGHTS, CLAIMS OR REMEDIES ARISING FROM THE CONTRACT OR FROM A TORT, WHETHER IT BE NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY BY BRP-POWERTRAIN OR BY A BRP-POWERTRAIN DISTRIBUTOR OR BY ONE OF ITS AFFILIATES, THE REMEDIES AVAILABLE TO THE OWNER SHALL BE LIMITED TO THE REMEDIES SPECIFIED IN THIS LIMITED EXTENDED WARRANTY, WITH THE EXCLUSION OF ALL OTHER RIGHTS, IN PARTICULAR COMPENSATION FOR CONSEQUENTIAL DAMAGES. IF MANDATORY STATUTORY PROVISIONS RELATING TO GUARANTEES AND/OR WARRANTIES CANNOT BE EXCLUDED, THEIR DURATION SHALL BE LIMITED TO THE TERM OF THIS EXPRESS WARRANTY. BRP-POWERTRAIN SHALL NOT BE LIABLE FOR COMPENSATION FOR CONSEQUENTIAL DAMAGES, HOWSOEVER ARISING, IN PARTICULAR DAMAGES INCURRED AS A RESULT OF THE DEFECT OF AN ENGINE OR PART, AS A RESULT OF THE INCORRECT FUNCTIONING OF AN ENGINE OR PART OR AS A RESULT OF A BREACH OF THIS LIMITED EXTENDED WARRANTY. SINCE THE ABOVE LIMITATIONS AND/OR EXCLUSIONS ARE NOT PERMITTED IN SOME COUNTRIES, THEY MAY NOT APPLY TO YOU. THIS LIMITED EXTENDED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, BUT YOU MAY POSSESS FURTHER LEGAL RIGHTS, WHICH WILL VARY FROM COUNTRY TO COUNTRY.

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In the event that the governing law of a country does not allow the disclaimers, limitations and exclusions identified above, only those specific provisions that are not allowed shall be deemed to be inapplicable, and all other provisions and limitations of this limited extended warranty shall remain in full force and effect. Neither the DISTRIBUTORS authorized by BRP-Powertrain 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 confirmation, assurance, warranty or guarantee regarding the PRODUCT. All rights are contained in this limited extended warranty, and no other assurance, warranty or guarantee shall be enforceable against BRP-Powertrain. BRP-Powertrain reserves the right to modify this limited extended warranty at any time in writing, being understood that such modification will not alter the warranty conditions applicable to the PRODUCTS sold while this limited extended warranty is in effect.

The repair or replacement of parts or the performance of service under this limited extended warranty shall be the sole and exclusive remedy available, and will be the absolute limit on BRP-Powertrain's or ROTAX DISTRIBUTOR/DEALER's or any of their affiliates' liability regardless of whether based upon contract or tort (including negligence, strict liability or breach of warranty) arising out of or resulting from (1) this limited extended 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 performance of any such service.

3) Warranty coverage period and BRP-Powertrain procedure

This extended warranty shall take effect on expiry of the regular warranty period in accordance with the latest limited warranty for the PRODUCT

(extract:

- if the warranty period is calculated in hours of operation: on initial commissioning of the PRODUCT
- if the warranty period is calculated in months: from the date of delivery to the first retail customer, but in no event later than **SIX (6) MONTHS** after BRP-Powertrain invoice date regarding its sale of the PRODUCT to an authorized ROTAX DISTRIBUTOR/DEALER)

and be valid for the periods specified under section 3.1.

The extended warranty may only be purchased prior to the expiration of the latest regular limited warranty. If the purchase of the extended warranty does not take place before the initial commissioning of the PRODUCT, or upon delivery to the first retail customer in accordance with the latest limited warranty for the PRODUCT, the customer must prove the PRODUCT to be free of defects by means of inspection of the PRODUCT by an authorized ROTAX DISTRIBUTOR/DEALER and provision of evidence of maintenance in the form of the logbook and maintenance checklist.

The repair or replacement of PRODUCTS or the performance of service under this extended warranty does not extend the life of this extended warranty beyond its original expiration date. Note that the duration and any other modalities of the extended warranty are subject to the applicable national or local legislation in your country. BRP-Powertrain reserves the right to improve or modify PRODUCTS from time to time without assuming any obligation to modify PRODUCTS previously manufactured.

3.1) Repair or replacement of parts

BRP-POWERTRAIN will, at its sole discretion, either repair parts found to have developed defects under normal use, maintenance and service, or replace such parts with new genuine ROTAX parts without a charge for the LABOUR COSTS (as defined below), but with a pro rata charge for the parts, at any authorized ROTAX DISTRIBUTOR/DEALER or coordinated by an authorized ROTAX DISTRIBUTOR/DEALER, during the following warranty coverage period.

For the extended warranty, the following durations are offered for the warranty protection. An extension of the purchased extended warranty or of the duration of protection, e.g. by repeated purchases, is not possible.

Variant 1:

- on expiry of the existing warranty period in accordance with the latest limited warranty for the PRODUCT, an additional **12 CONSECUTIVE MONTHS** or **200 HOURS OF OPERATION**, whichever occurs first.

Variant 2:

- on expiry of the existing warranty period in accordance with the latest limited warranty for the PRODUCT, an additional **36 CONSECUTIVE MONTHS** or:
 - **1.800 HOURS OF OPERATION** for non-certified/non-certificated engines
 - **1.600 HOURS OF OPERATION** for certified/certificated engineswhichever occurs first.

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A. ENGINES:

- a1) For non-certified/non-certificated four-stroke UL ENGINES (model designations 912 UL, 912 ULS, 912 iS and 914 UL), this extended warranty coverage is applicable for the first **THIRTY (30) CONSECUTIVE MONTHS OR THE FIRST FOUR HUNDRED (400) HOURS OF OPERATION**, whichever occurs first.
- a2) For non-certified/non-certificated four-stroke UL ENGINES (model designations 912 UL, 912 ULS, 912 iS and 914 UL), this extended warranty coverage is applicable for the first **FIFTY- FOUR (54) CONSECUTIVE MONTHS OR THE FIRST TWO THOUSAND (2.000) HOURS OF OPERATION**, whichever occurs first.
- b1) For certified/certificated ENGINES (model designations 912 A, 912 F, 912 S, 912 iSc and 914 F), this extended warranty coverage is applicable for the first **THIRTY-SIX (36) CONSECUTIVE MONTHS OR THE FIRST SIX HUNDRED (600) HOURS OF OPERATION**, whichever occurs first.
- b2) For certified/certificated four-stroke ENGINES (model designations 912 A, 912 F, 912 S, 912 iSc and 914 UL), this extended warranty coverage is applicable for the first **SIXTY (60) CONSECUTIVE MONTHS OR THE FIRST TWO THOUSAND (2.000) HOURS OF OPERATION**, whichever occurs first.

B. PARTS:

- (a) All PARTS, or complete engines if otherwise not economically viable in the assessment of BRP-Powertrain, shall be compensated for in proportion to the number of hours of the warranty period that have elapsed (pro rata). This is calculated in accordance with the following formula:

$$[1 - (\text{current hours of operation} / \text{max. hours of operation, 2.000 hrs.})] \times 100$$

The proportion of hours that have already elapsed shall not be compensated for.

- (b) All PARTS installed at the time of delivery of a new and unused ENGINE by a ROTAX DISTRIBUTOR/DEALER shall have the same coverage period as the ENGINE.
- (c) For PARTS that are not installed at the time of delivery of a new and unused ENGINE by a ROTAX DISTRIBUTOR/DEALER, this coverage is applicable for the first **TWENTY FOUR (24) CONSECUTIVE MONTHS OR THE FIRST ONE HUNDRED (100) HOURS OF OPERATION**, whichever occurs first.

All defective parts replaced under this extended warranty will immediately become the property of BRP-Powertrain.

3.2) Labour costs

For the coverage period specified above in section 3.1 BRP-Powertrain will pay for certain labour costs incurred by, or coordinated through any authorized ROTAX DISTRIBUTOR/DEALER associated with the repair or replacement of a PART or ENGINE covered by this limited extended warranty (the "LABOUR COSTS"). The permissible amount of LABOUR COSTS will correspond to the latest revision of the BRPPowertrain rate for labour costs under limited warranty for the respective PRODUCT, which is made available to the authorized ROTAX DISTRIBUTORS.

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3.3) Shipping costs

In the context of the extended warranty, shipping costs shall not be reimbursed by BRP-Powertrain.

3.4) Troubleshooting costs

During the current coverage period of the extended warranty, BRP-Powertrain 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 a defect is identified that results in a warranty claim. The permissible amount of TROUBLESHOOTING COSTS will correspond to the latest revision of the BRPPowertrain rate for labour costs under limited warranty for the respective PRODUCT, which is made available to the authorized ROTAX DISTRIBUTORS. However, the TROUBLESHOOTING COSTS shall not, in any case, exceed fifteen percent (15%) of the LABOUR COSTS that BRP-Powertrain has determined to be permissible 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 extended warranty. No TROUBLESHOOTING COSTS will be reimbursed if the need for a repair covered by this extended warranty was identified by someone other than a person approved by BRP-Powertrain or its authorized DISTRIBUTORS/DEALERS.

Consult www.flyrotax.com or contact your authorized ROTAX distributor to see if a specific repair facility is authorized.

3.5) Deductible

The cost of the deductible shall be EUR 100.00 (one hundred Euros) per case of damage.

4) Warranty coverage conditions

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. An engine registration card is provided with each ENGINE. Contact a ROTAX DISTRIBUTOR/DEALER or one of its service centers for any further questions.
2. This limited extended 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-Powertrain, the aircraft manufacturer or any accessory or component manufacturer. The performance of the required inspections and maintenance must be documented by appropriate entries in the logbook.
The logbook and the maintenance checklist must be enclosed with every PRODUCT that is returned in accordance with a warranty claim. BRP-Powertrain reserves the right to make warranty coverage contingent upon proof of proper inspection and maintenance.
3. The purchase of the extended warranty must take place in accordance with section 3.

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THE CONDITIONS SPECIFIED IN SECTION 4 ABOVE MUST BE MET IN FULL IN ORDER FOR THE WARRANTY COVERAGE TO COME INTO FULL FORCE AND EFFECT IN ACCORDANCE WITH THE PRESENT WARRANTY. PERFORMANCE OR NON-PERFORMANCE, HOWEVER, DOES NOT HAVE ANY INFLUENCE ON THE EFFECTIVENESS OF THE LIMITATIONS OF LIABILITY IN ACCORDANCE WITH THE PRESENT WARRANTY. FAILURE TO FULLY COMPLY WITH THE CONDITIONS SPECIFIED IN SECTION 4 ABOVE WILL CONSTITUTE A WAIVER OF ALL WARRANTY BENEFITS.

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5) Claiming under the warranty coverage

The PRODUCT owner must notify an authorized ROTAX DISTRIBUTOR/DEALER, in writing, within fourteen (14) days of a defect occurring that the owner believes results from an anomaly in material or workmanship of the PRODUCT. Any defects which are not reported within fourteen (14) days shall not qualify for any claims under this extended warranty. For the notification the owner shall send the "Customer Service Information Report" form, or an equivalent form, enclosed with the operating or maintenance manual; failure to do so will result in refusal of warranty protection in accordance with this limited extended warranty. Please note that the notification deadline 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-Powertrain may require the ROTAX DISTRIBUTOR/DEALER to return the defective parts or components for evaluation prior or subsequent to the approval of any warranty credit.

If you have additional questions regarding a warranty matter, please contact the authorized ROTAX DISTRIBUTOR for your country. A list can be found in the operator's manual for the ENGINES or at www.flyrotax.com. You can also contact our office directly at:

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6) No defects found

If a duly reported defect cannot be confirmed as such by BRP-Powertrain 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 defect. Round-trip transportation charges for the transportation from the location of such PRODUCTS to an authorized ROTAX DISTRIBUTOR/DEALER and subsequently to BRP-Powertrain and the risk of loss thereof shall be borne by the PRODUCT owner.

7) Transfer

If the ownership of a PRODUCT is transferred during the period of the extended warranty, this warranty and its limitations shall also be transferred and shall be valid for the remainder of the warranty period, provided that

- a) it is demonstrated without delay to BRP-Powertrain or to an authorized ROTAX DISTRIBUTOR that the previous owner has agreed to the transfer of ownership;
- b) the name and contact information of the new owner is supplied without delay to BRP-Powertrain or to an authorized ROTAX DISTRIBUTOR;
- c) the conditions set forth in section 4 have been fully complied with and;
- d) the previous and the new owner are located in the same distribution area in which the extended warranty was purchased from the distributor; should the new owner be located in a different distribution area, any financial settlement may only take place via the distributor in the distribution area in which the extended warranty was purchased.

* The Products are distributed and serviced by the authorized ROTAX DISTRIBUTORS and their authorized dealers and service centers.

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