Rolls-Royce M250® Series IV – C30, C40 and C47 Limited Warranty

Warranty Policy No. ___________________________ Activation Date: ___________________________

Rolls-Royce Corporation issues the following express Limited Warranty for new M250 Series IV - C30, C40 or C47 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.

As a Customer Premium Option, an extended warranty coverage that includes a flat rated removal and installation fee of the engine and standard freight charges to ship the engine to and from the authorized repair facility can be purchased from the Rolls-Royce M250 Warranty Administrator prior to or at the time of delivery of the aircraft from the aircraft manufacturer.

Who is Covered:
1. Anyone who purchases a new aircraft from an aircraft manufacturer which is equipped with a new Rolls-Royce M250 Series IV - C30, C40 or C47 engine is entitled to coverage under this Limited Warranty.

2. The term of the Limited Warranty must be selected by the Purchaser of the engine and recorded in the engine log book at the time of delivery. The Limited Warranty shall be in effect for either:
   - **Option A**: Forty-eight (48) months from the date of delivery of the engine to the Aircraft Manufacturer, or twenty-four (24) months from the date of delivery to the Purchaser, or three thousand (3,000) cycles as defined in the appropriate Operations and Maintenance Manual, or one thousand (1,000) hours of operation, whichever occurs first.
   - **Option B**: Forty-eight (48) months from the date of delivery of the engine to the Aircraft Manufacturer, or thirty-six (36) months from the date of delivery to the Purchaser, or three thousand (3,000) cycles as defined in the appropriate Operations and Maintenance Manual, or five hundred (500) hours of operation, whichever occurs first.
   - **Option C**: For the C30 and C47 engines, forty-eight (48) months from the date of delivery of the engine to the Aircraft Manufacturer, or twenty-four (24) months from the date of delivery to the Purchaser, or three thousand (3,000) cycles as defined in the appropriate Operations and Maintenance Manual, or two thousand (2,000) hours of operation, whichever occurs first. For the C40 engine, forty-eight (48) months from the date of delivery of the engine to the Aircraft Manufacturer, or twenty-four (24) months from the date of delivery to the Purchaser, or three thousand (3,000) cycles as defined in the appropriate Operations and Maintenance Manual, or one thousand seven hundred and fifty (1,750) hours, whichever occurs first. However, for all engines under this Option, after two hundred (200) hours of operation, the percentage of warranty coverage is pro-rated based upon the hours of operation for the balance of the warranty period pursuant to the following formulas: C30 and C47 engines: ((2,000 Hrs. - Actual Hrs.) / 1,800 Hrs.) x Charge. C40 engine: ((1,750 Hrs. - Actual Hrs.) / 1,550 Hrs.) x Charge.

   * If no warranty option is recorded in the engine logbook at the time of delivery, Option C shall apply.*

Following repairs which are 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 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.

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.

4. Obtaining Repairs:
   a) To obtain repairs, the 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. The notification must be addressed to the M250 Warranty Administrator at the following address: Rolls-Royce Corporation, P.O. Box 420 Speed Code P-38, Indianapolis, IN 46206

   Phone: (US) 317-230-5003, Phone: (North American Toll Free) 1-800-305-9610, Email: Model250Warranty@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 modules or 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.

   b) The authorized 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 must provide the authorized repair facility with a warranty authorization number for any covered work performed. 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 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.

   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/module/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 and Auto Reignition Controls, 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.

GT-12046 (5/12)
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 or modules/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, combat damage, misuse, corrosion, erosion, neglect or accident.

   c) Failures, malfunctions, or non-conformities of the engine attributable in whole or in part to the alteration of an engine/module/part which is not in accordance with published Rolls-Royce procedures.

   d) Foreign object damage in operation, transit or in storage.

   e) Consumables (including gaskets, seals, washers, etc.)

   f) Engines or modules/parts contained in engines which have been repaired by someone other than a Rolls-Royce authorized repair facility.

   g) 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 or Operations and Maintenance Manual and are not covered by this Limited Warranty.

   h) Failures, malfunctions, or non-conformities caused by parts or components not manufactured or installed by Rolls-Royce.

   i) Surcharges, import taxes duties, handling fees or other fees that may be levied in transporting the engine to a Rolls-Royce authorized facility for repair.

7. **Conditions of Repair:**

   a) The engine assembly must remain in the same delivered configuration as supplied to the aircraft manufacturer.

   b) If Purchaser acquires any new surplus Rolls-Royce military parts from the United States Government, the parts must meet all Federal Aviation Administration requirements and Purchaser must purchase the Optional New Surplus Rolls-Royce Military Part Warranty for this Limited Warranty to apply.

   c) Purchaser must obtain prior written approval from the Rolls-Royce M250 Warranty Administrator of any engine configuration changes to the major engine or module configuration.

8. **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 any 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.