

# Rolls Royce 250 Warranty

Essential Turbines Inc. (E.T.I.) represents and warrants that its workmanship conforms to the intent of the requirements of the manufacturer, and that its quality is in accordance with the applicable provisions of Transport Canada regulations.

Engines, modules and accessories overhauled and/or repaired by E.T.I. are warranted to be free of defects in workmanship performed by E.T.I. for the remaining manufacturer's recommended time between overhaul or recommended calendar life, not to exceed five (5) years.

Allison 250 engines, modules and engine components overhauled by E.T.I. are warranted to be free from material defects on the following basis:

Zero to 250 hours of operation	100%
251 to 500 hours of operation	Pro Rata

All material warranties on the overhauled engines, modules and engine components expire after 500 hours of operation or nine (9) months after shipping date, whichever shall first occur.

E.T.I.'s liability is limited to the time continued repair or replacement, at its facilities and its option of the defective parts or accessories overhauled or repaired by E.T.I. which are determined by E.T.I. to have been defective due to faulty workmanship by E.T.I. Warranty allowances shall not exceed the net price shown on the original overhaul/repair invoice.

The responsibility of E.T.I. under this warranty is further limited by the following conditions:

1. Defects in workmanship must be discovered before the manufacturer's recommended time between overhaul or calendar life has elapsed, and E.T.I. must be given prompt notice in writing.
2. The engine and components must have been installed, preserved, maintained and operated in accordance with manufacturer's directives and instructions; the engine and components must not have been altered or repaired outside of E.T.I.'s facilities; and the engine and components must not have been subjected to misuse, neglect, accident or damage from the elements.
3. The engine or accessory component parts must be returned to E.T.I.'s facilities after notice or failure has been given, and E.T.I. must be afforded the opportunity to perform corrective work at the facility of its choice (unless such work is otherwise authorised in writing by E.T.I.).

E.T.I. does not warrant parts, material, or services supplied or performed by companies other than Allison Engine Company (as noted above), but agrees to use its best effort to ensure that the suppliers' and subcontractors' warranties with respect to such parts, materials and services will be extended to cover and be enforceable by the Customer. E.T.I. will act for its Customers in the processing of any claims or adjustments arising out of and because of defective parts, materials and workmanship in accordance with such suppliers' and subcontractors' warranties.

This warranty is extended to the Customer at the time of delivery and may not be assigned without E.T.I.'s prior written consent.

Except as otherwise set forth herein, it is expressly agreed and understood that there are not other warranties express, implied or statutory, including warranties of merchantability or fitness, nor are there any affirmations of fact, guarantees, representations, commitments or promises by E.T.I. with reference to the workmanship performed and materials provided by E.T.I.

In no event shall E.T.I. be liable, whether in contract, tort or otherwise for special, consequential, incidental or indirect damages arising out of the workmanship performed or material supplied by E.T.I. in the overhaul and/or repair of Customer's property, including but not limited to loss of revenues, loss of use of Customer's property or of any equipment to which Customer's property may be installed or for loss of use or damages due to late delivery. No agreement or understanding varying or extending the terms of this warranty shall be binding upon E.T.I. unless reduced to writing and signed by a duly authorised representative of E.T.I.

Essential Turbines Inc.

