

Warranty conditions for ROTAX® Aircraft Engines Types 2-stroke, 912 (Series), 914 (Series), 912 i (Series), 915 i and 916 i (Series)

ATA System: 00-00-00 General note

1) Planning information

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

BRP-Rotax GmbH & Co KG cannot accept any responsibility for the quality of work performed in accomplishing the requirements of this publication.

1.1) Applicability

All versions of ROTAX® engine types:

Engine type	Serial number
2-stroke engines	all engines
912 (Series)	all engines
914 (Series)	all engines
912 i (Series)	all engines
915 i (Series)	all engines
916 i (Series)	all engines

1.2) Concurrent ASB/SB/SI and SL

In addition to this Service Letter the following documents must be observed and complied with:

- in general all relevant Alert Service Bulletins (ASB), Service Bulletins (SB), Service Instructions (SI), Service Letters (SL), Service Instruction - Parts and Accessories (SI-PAC) with relevance to perform this maintenance, repair or overhaul task.
- SL-912-027/SL-914-025/SL-912 i-019/SL-915 i-014/SL-916 i-010, title „Information on ASTM compliant ROTAX® Aircraft Engines used in EASA CS-LSA certified aircraft“, current issue.

1.3) Reason

Update and standardization of warranty conditions for Aircraft Engines Types 2-stroke, 912 Series, 914 Series, 912 i Series, 915 i and 916 i Series.

1.4) Subject

Warranty conditions for ROTAX® Aircraft Engines Types 2-stroke, 912 (Series), 914 (Series), 912 i (Series), 915 i and 916 i (Series).

1.5) Compliance

NONE - For Information Only.

1.6) Approval

The technical content of this document is approved under the authority of the DOA ref. EASA.21J.048.

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2) Limited warranty for ROTAX® Aircraft engines and related parts and accessories

2.1) Scope of the limited warranty

BRP-Rotax GmbH & Co KG ("BRP-Rotax")* warrants that its new and unused aircraft engines (the "Engines") and its new and unused parts and accessories for aircraft engines (the "Parts"), (the Engines and the Parts are collectively referred to as the "Products") are free from anomalies in material or workmanship for the period and under the conditions described below. By operating a new Engine or using a new 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. EXCEPT AS PROVIDED HEREUNDER, BRP-ROTAX 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 alteration, improper modification, improper removal, improper service or improper repair performed by anyone other than BRP-Rotax 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-Rotax'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-Rotax for aviation use;
5. any defects, failures or malfunctions resulting from detonation/pre-ignition e.g. resulting from incorrect fuel and/or overloading of engine, piston scuffing, and/or any damage resulting from lack of lubrication;
6. any defects, failures or malfunctions due to the ingestion of foreign matter, dirt inside or outside the Product, corrosion, electrolysis, sulphidation, ingestion 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.;
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-Rotax'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;

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This 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 warranty applies only to the parts of the Product that are manufactured or supplied by BRP-Rotax for aviation use.

Nothing contained herein should be construed as a warranty by BRP-Rotax of any part of the Product that is not manufactured or supplied by BRP-Rotax for aviation use. BRP-Rotax shall not be liable for any failures of engines or parts that were not manufactured or supplied by BRP-Rotax for aviation use, or for damages resulting from any failures of such Products, even if the damages affect a BRP-Rotax Product. This 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 WARRANTY IS A WARRANTY TO REPAIR OR REPLACE AND NOT A WARRANTY OF THE CONDITION OR FUTURE PERFORMANCE OF THE PRODUCT. THIS WARRANTY IS EXCLUSIVE, EXPRESSLY GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FOR ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM BRP-ROTAX OR A ROTAX AUTHORIZED AIRCRAFT ENGINE DISTRIBUTOR/ DEALER'S OR ANY OF THEIR AFFILIATES' NEGLIGENCE, ACTUAL OR IMPUTED, STRICT TORT LIABILITY OR BREACH OF WARRANTY, THE REMEDIES OF THE OWNER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES, INCLUDING, WITHOUT LIMITATIONS, INCIDENTAL OR CONSEQUENTIAL DAMAGES. TO THE EXTENT THAT THEY CANNOT BE DISCLAIMED, THE IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIFE OF THIS EXPRESS WARRANTY. IN NO EVENT WILL BRP-ROTAX BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, NO MATTER HOW ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF ANY ANOMALY IN ANY ENGINE OR PART, ARISING OUT OF THE FAILURE OF ANY ENGINE OR PART TO OPERATE PROPERLY, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY. SOME STATES DO NOT PERMIT THE DISCLAIMERS, LIMITATIONS AND EXCLUSIONS IDENTIFIED ABOVE. AS A RESULT, THEY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY FROM STATE TO STATE.

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 warranty shall remain in full force and effect. Neither the distributors authorized by BRP-Rotax to distribute ROTAX® aircraft engines, nor a dealer or Service Center authorized by such a distributor (each, a "ROTAX® distributors/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 warranty, and no other assurance, warranty or guarantee shall be enforceable against BRP-Rotax. BRP-Rotax reserves the right to modify this warranty at any time in writing, being understood that such modification will not alter the warranty conditions applicable to the Products sold while this warranty is in effect.

The repair or replacement of parts or the performance of service under this warranty shall be the sole and exclusive remedy available, and will be the absolute limit on BRP-Rotax's or ROTAX® authorized Aircraft Engine 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 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.

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3) Coverage period and BRP-Rotax procedure

3.1) Start date of warranty:

what ever comes first

- in case of the warranty coverage period being measured in hours of operation: from the date the Product is first put into use as indicated by an accordant logbook entry
- in case of the warranty coverage period being measured in months: from the date of sale (i.e. invoice date) to the first retail consumer, but in no event later than **TWO (2) MONTHS** after the sale of the Product from an authorized ROTAX® authorized Aircraft Engine distributor to his customer

and for the periods specified under section 3.

The repair or replacement of Products or the performance of service under this warranty does not extend the life of this warranty beyond its original expiration date.

3.2) Warranty coverage period

A. ENGINES

- (a) For non-certified/non-certificated two-stroke ASTM compliant Engines (model designations 582), this coverage is for the first **EIGHTEEN (18) CONSECUTIVE MONTHS OR THE FIRST ONE HUNDERED (100) HOURS OF OPERATION**, whichever occurs first
- (b) For non-certified/non-certificated four-stroke ASTM compliant Engines (model designations 912 UL/ULS and 914 UL), this coverage is for the first **EIGHTEEN (18) CONSECUTIVE MONTHS OR THE FIRST TWO HUNDERED (200) HOURS OF OPERATION**, whichever occurs first
- (c) For non-certified/non-certificated four-stroke ASTM compliant Engines (model designations 912 iS Sport), this coverage is for the first **EIGHTEEN (18) CONSECUTIVE MONTHS OR THE FIRST TWO HUNDERED (200) HOURS OF OPERATION**, whichever occurs first
- (d) For non-certified/non-certificated four-stroke ASTM compliant Engines (model designations 915 iS and 916 iS), this coverage is for the first **EIGHTEEN (18) CONSECUTIVE MONTHS OR THE FIRST TWO HUNDERED (200) HOURS OF OPERATION**, whichever occurs first
- (e) For certified/certificated four-stroke Engines (model designations 912 A/F/S and 914 F), this coverage is applicable for the first **TWENTY FOUR (24) CONSECUTIVE MONTHS OR THE FIRST FOUR HUNDERED (400) HOURS OF OPERATION**, whichever occurs first
- (f) For certified/certificated four-stroke Engines (model designations 912 iSc Sport), this coverage is applicable for the first **TWENTY FOUR (24) CONSECUTIVE MONTHS OR THE FIRST FOUR HUNDERED (400) HOURS OF OPERATION**, whichever occurs first
- (g) For certified/certificated four-stroke Engines (model designations 915 iSc and 916 iSc), this coverage is applicable for the first **TWENTY FOUR (24) CONSECUTIVE MONTHS OR THE FIRST FOUR HUNDERED (400) HOURS OF OPERATION**, whichever occurs first

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	Engine model	Warranty coverage period in operating (OP) hours or consecutive months (whichever occurs first)	
		OP hours	Months
ASTM compliant	582	100	18
	912 UL/ULS	200	
	914 UL		
	912 iS Sport		
	915 iS		
	916 iS		
EASA certified	912 A/F/S	400	24
	914 F		
	912 iSc Sport		
	915 iSc		
	916 iSc		

B. PARTS

- (a) All Parts installed at the time of delivery of a new and unused Engine by a ROTAX® authorized Aircraft Engine distributor/dealer shall have the same warranty coverage period as the engine.
- (b) For certified 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.
- (c) For non-certified ASTM compliant 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 **EIGHTEEN (18) CONSECUTIVE MONTHS OR THE FIRST ONE HUNDRED (100) HOURS OF OPERATION**, whichever occurs first.

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

3.3) Warranty procedure

BRP-Rotax will, at its 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) at any authorized ROTAX® distributor/dealer or coordinated by an authorized ROTAX® distributor/dealer, during the above warranty coverage period. Note that the duration and any other modalities of the warranty are subject to the applicable national or local legislation in your country.

BRP-Rotax reserves the right to improve or modify products from time to time without assuming any obligation to modify products previously manufactured.

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3.4) Labor costs

For the warranty coverage period specified above in section 3.2 BRP-Rotax will pay for certain labor costs incurred by, or coordinated through any ROTAX® authorized Aircraft Engine distributor/dealer associated with the repair or replacement of a Part or Engine covered by this limited warranty (the "labour costs"). The permissible amount of labour costs will correspond to the latest revision of the BRP-Rotax rate for labor costs under limited warranty for the respective product, which is made available to the ROTAX® authorized Aircraft Engine distributors.

3.5) Shipping costs

For the first **TWELVE (12) CONSECUTIVE MONTHS** of coverage of the warranty coverage period specified above in section 3.2, whichever is shorter, BRP-Rotax will pay for certain costs in connection with the shipping of anomalous parts or Products to a repair facility designated by BRP-Rotax. For reimbursement of such shipping costs, the Product owner must first obtain the written approval from a ROTAX® authorized Aircraft Engine distributor/dealer and then pre-pay the shipping. Any Engine returned pursuant to this section 3.3 must be described on the bill of lading as "internal combustion engine", with the Engine serial number and the Engine type identified. BRP-Rotax will then reimburse the owner the actual surface freight charges incurred, or five hundred Euros (EUR 500.00), whichever is less.

3.6) Travel and transportation costs

Place of execution of this warranty is the nearest appropriate authorized ROTAX® Service Center (appointed by the ROTAX® authorized Aircraft Engine distributor/dealer in charge).

Neither travel costs of service personnel to the location of the aircraft nor transportation costs of the aircraft to the authorized Service Center are covered.

3.7) Troubleshooting costs

For the first **TWELVE (12) CONSECUTIVE MONTHS** of coverage of the warranty coverage period specified above in section 3.1, whichever is shorter, BRP-Rotax 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 ROTAX® authorized Aircraft Engine distributors/dealers ("Troubleshooting costs"), and where an anomaly is identified that results in a warranty claim. The amount of Troubleshooting costs allowed will be in accordance with the latest revision of the BRP-Rotax limited warranty labor allowance for the applicable product, which is made available to the ROTAX® authorized Aircraft Engine distributors, but in no event will the Troubleshooting costs exceed fifteen percent (15%) of the Labor Costs allowed by BRP-Rotax 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 non-conformity, or if the damage is not one covered by this limited warranty. No Troubleshooting costs will be reimbursed if the need for a repair covered by this limited warranty was identified by someone other than a person approved by BRP-Rotax or its authorized distributors/dealers. Consult www.flyrotax.com or contact your ROTAX® authorized Aircraft Engine distributor to see if a specific repair facility is authorized.

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4) Warranty coverage conditions

This warranty coverage is available only if each of the following conditions has been fulfilled:

1. Purchasing a new and unused engine from an ROTAX® authorized Aircraft Engines distributor or their independent Service Centers.
2. The engine owner must register the engine on our website, within 30 days of purchasing the engine.

www.flyrotax.com/engine-registration.html



In case of support needed, please contact your local ROTAX® authorized Aircraft Engines distributor or their independent Service Centers.

3. This limited 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-Rotax, 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 owner shall use the form titled "Customer Service Information Report" or an equivalent form included in the Operator's Manual (OM) (also available as a download from our official WebSite under <http://www.flyrotax.com>). The logbook and the maintenance checklist must be enclosed with every Product that is returned in accordance with a warranty claim. BRP-Rotax reserves the right to make warranty coverage contingent upon proof of proper inspection and maintenance.

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 ROTAX® authorized Aircraft Engine 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 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 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 ROTAX® authorized Aircraft Engine distributor/dealer to repair it. The Product owner must also present proof of purchase of the Product to the ROTAX® authorized Aircraft Engine distributor/dealer, if requested.

BRP-Rotax may require the ROTAX® authorized Aircraft Engine 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 ROTAX® authorized Aircraft Engine distributor for your country. Refer to the official ROTAX® AIRCRAFT ENGINES Website www.flyrotax.com. You can also contact us via our www.flyrotax.com/contact-us.

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6) No defects found

If a duly reported defect cannot be confirmed as such by BRP-Rotax 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 ROTAX® authorized Aircraft Engine distributor/dealer and subsequently to BRP-Rotax 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 warranty coverage period, this warranty and its limitations shall also be transferred and shall be valid for the remaining coverage period, provided that

- a) it is demonstrated without delay to BRP-Rotax 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-Rotax or to an ROTAX® authorized Aircraft Engine distributor and the engine registration is updated www.flyrotax.com/p/service/engine-registration;
- c) provided that the conditions set forth in section 4 have been complied with fully.

* The Products are distributed and serviced by the ROTAX® authorized Aircraft Engine distributors and their authorized dealers and Service Centers.

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