



Ministry
of Defence



SCHEDULE K – WARRANTY

ENGINE FUTURE SUPPORT

**CONTRACT NUMBER
701580378**

SCHEDULE K

WARRANTY

Part 1

NEW ARTICLE WARRANTY

The Contractor grants and the Authority accepts the following warranty in respect of New Articles:

- 36 months from the date of redelivery of the New Article (potentially incorporated in an Engine, Module, LRU) to the Authority, expiring when the New Article is installed on the helicopter airframe
- 12 months or 150 Engine Flying Hours for New Article installed on the helicopter airframe, whichever period shall first expire

The Contractor shall have no liability in respect of any New Article which was acquired (or which contains any constituent or component which was acquired) by the Authority other than from the Contractor.

Part 2

REPAIR WARRANTY

The Contractor grants and the Authority accepts the following warranty in respect of repaired Engines, Modules, Parts or LRU:

- 36 months from the date of redelivery of that item to the Authority, expiring when that item is installed on the helicopter airframe
- 12 months or 150 Engine Flying Hours of that item, whichever period shall first expire

The Contractor shall have no liability in respect of any Engine, Module, Part or LRU which was repaired (or which contains any constituent or component which was acquired or repaired) by the Authority other than from the Contractor.

Part 3

EXTENT OF THE WARRANTY

1.1 The warranty is limited to the repair or replacement at Contractor's sole discretion of the Engine, Module, Part or LRU found non-conforming in material or work and acknowledged as such after technical investigation performed by the Contractor.

1.2 The Contractor shall not be liable for:

- (a) any expenses, taxes, duties or liabilities sustained in connection with:
 - (i) the removal of an Engine, Module, Part or LRU from an aircraft or the replacement thereof in an Aircraft;
 - (ii) the removal of any Module, Part or LRU from an Engine or the replacement thereof in an Engine; or

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- (iii) any shipment to or from the appropriate overhaul base or to or from the works of the Contractor; unless the expenses, and resultant taxes and duties, have been directly incurred by the Contractor.
- (b) any other expenses, taxes, duties or liabilities whatever.
- 1.3 The Contractor shall bear the costs of transporting Engine, Module, Part or LRU which are the subject of valid warranty claims to and from the MOB. All other transportation and associated costs shall be borne by the Authority.
- 1.4 In the event that any damage is so extensive as to make compensation uneconomical under the terms of the warranty then the Contractor reserves the right to supply a replacement Engine or Module or Part or LRU in lieu of such compensation.
- 1.5 Any claims by the Authority under this Warranty must be presented in writing to the Contractor within 60 calendar days after the date upon which the relevant event occurred.
- 1.6 The Contractor shall have no obligation under this Warranty in respect of any Engine, Module, Part or LRU which he can demonstrate:
- (a) has not been properly installed, stored or maintained, unless such installation, storage or maintenance has been performed by the Contractor or has been performed in accordance with the Contractor's instructions, or
 - (b) has not been operated in accordance with the recommendations of the Contractor as contained in its manuals or other written instructions, or
 - (c) has been repaired or altered outside of facilities of the Contractor in such a way as to impair its safety, operation, efficiency or design features, or
 - (d) has been subject to misuse, neglect or accident including external fire, provided that the external fire was not caused by the Engine, Module, Part or LRU, or
 - (e) has suffered damage due to the ingestion of a foreign body.
- 1.7 At the request of the Contractor, any Engine, Module, Part or LRU which has been exchanged by the Contractor shall be returned by the Authority at the Contractor's expense to the Contractor, and upon such return shall become the property of the Contractor.
- 1.8 Any Engine, Module, Part or LRU repaired or replaced under the warranty benefits from:
- the warranty period outstanding on the initial warranty, or
 - the warranty of the repaired or overhauled Engine, Module, Part or LRU, as the case may be the most favourable of both.