

**TMX 320/360**  
**Experimental Engine Warranty & Terms and Conditions**  
**April 2011**

**LIMITED ENGINE WARRANTY**

Mattituck Services, Inc. warrants the TMX Engine to be free from defects in material and workmanship for THREE (3) YEARS from the date the engine is placed in service . Warranty commences upon installation and first start up.

**LIMITED ACCESSORY WARRANTY**

Mattituck Services, Inc. warrants the accessories for the TMX Engine (Fuel System, Magnetos, and Starter) for THREE (3) YEARS from the date the engine is first placed in service.

**TERMS AND CONDITIONS**

The LIMITED WARRANTIES cover 100% parts and labor on engines and accessories subjected to normal use and operated in accordance with normal maintenance procedures. All maintenance required in the maintenance schedules must be noted in the engine logbook when maintenance is performed or the warranties are VOID.

Warranty service may be accomplished ONLY AFTER PRIOR WRITTEN APPROVAL from Mattituck Services and provided all work is performed at prevailing rates. Mattituck Services retains the option to furnish any parts or accessories required for warranty service.

The warranties are VOID on any engine or accessory repaired or altered without the prior written approval of Mattituck Services. The warranties are also VOID on any TMX Engine or accessory which has been operated contrary to the Mattituck Services, Inc. TMX Engine Maintenance Procedures or which in Mattituck's sole opinion have been subjected to misuse, neglect, improper installation, corrosion, accident or the use of improper fuel.

The warranties are also VOID on any TMX Engine or accessory installed in an aircraft that has been used for racing, air shows, extreme aerobatics or under other unusual operating conditions.

The warranties do not include reimbursement for shipping expense or for incidental expenses such as mileage, subsistence charges, hotels, airlines and food.

Repair or replacement of any engine, accessory or part under the warranties will not create a new warranty period or extend the period of coverage, but any engine, part or accessory so repaired or replaced will be warranted for the remainder of the warranty period applicable to the engine, accessory or part repaired or replaced.

**DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY**

Mattituck Services' EXPRESS WARRANTIES AND THE REMEDIES THERE UNDER ARE EXCLUSIVE AND GIVEN IN PLACE OF (a) ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WHETHER WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS OR PARTICULAR PURPOSE, OR IMPLIED WARRANTY ARISING FROM PERFORMANCE, COURSE OR DEALING OR USAGE OF TRADE AND (b) ALL OTHER OBLIGATIONS, LIABILITIES, RIGHTS, CLAIMS OR REMEDIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY RIGHT OR REMEDIES IN CONTRACT, TORT, STRICT LIABILITY OR ARISING FROM Mattituck Services' NEGLIGENCE, ACTUAL OR IMPUTED.

Mattituck Services' OBLIGATIONS AND PURCHASER'S REMEDIES UNDER Mattituck Services' EXPRESS WARRANTIES ARE LIMITED TO Mattituck Services' CHOICE OF REFUND, REPAIR OR REPLACEMENT ON AN EXCHANGE BASIS AND EXCLUDE LIABILITY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LIABILITY OF CUSTOMER TO A THIRD PARTY OR FOR ECONOMIC LOSS, REPLACEMENT COST, COST OF CAPITAL, LOST REVENUE, LOST PROFITS, OR LOSS OF USE OF OR DAMAGE TO AN AIRCRAFT, ENGINE, COMPONENT OR OTHER PROPERTY AND IN NO EVENT WILL Mattituck Services' LIABILITY EXCEED THE ORIGINAL COST OF THE ENGINE OR ACCESSORY.

Written notice of any warranty claim must be submitted to Mattituck Services within thirty (30) days of a suspected defect in material or workmanship and the engine, accessory or part must be made available for Mattituck Services inspection within thirty (30) days after the claim has been made. Mattituck Services reserves the right to deny any claim not submitted in accordance with these requirements.

These LIMITED WARRANTIES are the only warranties offered by Mattituck Services. No agreement varying these warranties or Mattituck Services' obligations under them will be binding on Mattituck Services Inc. unless made in writing by a duly authorized representative of Mattituck Services.

Mattituck Services will not process or honor warranty claims on delinquent accounts.