

WARRANTY TERMS AND CONDITIONS
ARRIEL 2D ENGINE
(HELICOPTER: H125 / H130)

Applicable to helicopters delivered from January 1st, 2018

1 - PURPOSE

Safran Helicopter Engines warrants the ARRIEL 2D Equipment is free from defects in material or workmanship, for the warranty period described in article 3 and with the exception of the cases set out in article 4.3 below.

Safran Helicopter Engines does not warrant the Time Between Overhauls (TBO) of the Engine and Modules, nor the life limit of Life Limited Parts (LLP), nor the time limit of Usage Limited Parts (ULP).

The present warranty terms and conditions shall be supplemented by the current Safran Helicopter Engines General Sales Conditions.

2- DEFINITIONS

Accessory means a part accessible without removing the Engine from the helicopter airframe (LRU).

Engine means the ARRIEL 2D turbo-shaft Engine (Modules, accessories, parts).

Equipment means the Engine or the Module(s) or the Part(s) or the Accessory(ies), or the Spare Part(s).

Module means a subassembly of the Engine interchangeable on site, not requiring any adaptation work or complex tools.

On condition equipment means Equipment which is not subject to TBO (Time Between Overhaul).

Part means an internal part of the Engine or Module, accessible when the Engine is removed from the helicopter airframe and/or when a Module or Modules are removed from it by a Safran Helicopter Engines maintenance centre or in a Safran Helicopter Engines repair centre.

Spare Parts means spare parts to be used for field and/or modular maintenance procedure. Spare parts are identified in the Spare Parts Catalog issued by Safran Helicopter Engines.

Tool(s) means a part or assembly made by Safran Helicopter Engines or externally manufactured, necessary for the execution of a maintenance task as defined in the Safran Helicopter Engines Maintenance Manual or Maintenance Technical Instructions.

Safran Helicopter Engines means the company Safran Helicopter Engines, or its sites, affiliates.

3- TERM OF WARRANTY

The present terms and conditions are applicable immediately and at least upon the date of shipment of the Equipment by Safran Helicopter Engines.

3.1. Storage warranty

3.1.1 New Equipment

Safran Helicopter Engines offers a 24 months storage warranty for Spare engines or Modules and a 12 months storage warranty for Accessories and Spare Parts.

There is no storage warranty for Equipment already installed on helicopter airframe at delivery.

3.1.2 Overhauled and repaired Equipment

Safran Helicopter Engines offers a 12 months storage warranty for overhauled and/or repaired Engines, Modules, Accessories and Spare Parts.

These 12 months storage warranty also applies to second-hand Engines, Modules and Accessories.

3.2. Operational warranty

Operational warranty starts at the end of the storage warranty period or at equipment installation on the helicopter airframe whichever occurs first.

3.2.1 New equipment

Safran Helicopter Engines offers an operational warranty of:

- **36 months or 2000 flying hours** for new Equipment installed on the helicopter airframe at aircraft delivery and for spare Engines or Modules
- **12 months or 1000 flying hours** for spare Accessories
- **12 months** for Spare Parts and Tools.

3.2.2 Overhauled equipment

Safran Helicopter Engines offers an operational warranty of:

- **12 months or 500 flying hours** for Engines, Modules, Accessories. This warranty also applies to second-hand Engines, Modules and Accessories with full TBO.

3.2.3 Repaired Equipment

Safran Helicopter Engines offers an operational warranty of:

- **9 months or 500 flying hours** only applicable on Modules and on Accessories affected by the repair (this warranty does not apply to the complete Engine). This warranty also applies to second-hand Engines, Modules and Accessories with partially consumed TBO.
- **12 months** for Spare Parts and Tools.

The warranty expires whichever limit (flying hours or calendar) occurs first.

There is no hours limitation for On-condition equipment.

The warranty period cannot exceed the two cumulated storage and operational warranty periods.

4- EXTENT OF THE WARRANTY

4.1. Scope of application

The warranty is limited to the repair or replacement at Safran Helicopter Engines's sole discretion of the Equipment found defective in material or workmanship and acknowledged as such after technical investigation performed by Safran Helicopter Engines. In the event of replacement, the Equipment unit replaced becomes the property of Safran Helicopter Engines.

Any Equipment repaired or replaced under the warranty benefits from:

- the warranty period outstanding on the initial warranty, or
- the warranty of the repaired or overhauled Equipment,

as the case may be the most favorable of both.

The customer bears the costs of troubleshooting, removal, assembly reinstallation and adjustment of his Equipment. The customer bears all transport costs, taxes and ancillary expenses entailed in shipment of non-repairable Equipment or consumables to Safran Helicopter Engines.

Transport costs, taxes and ancillary expenses entailed in shipment of Equipment are born by the customer if the warranty claim is not accepted by Safran Helicopter Engines.

The Engines and Modules shall be put at the disposal of Safran Helicopter Engines on the customer's premises and the repairable Accessories shall be shipped by the customer at Safran Helicopter Engines's expense (excluding taxes).

4.2. Conditions of application

The warranties offered by Safran Helicopter Engines are conditional upon application of any Safran Helicopter Engines's written instructions including, without limitation, the:

- instructions and storage prescription in the Maintenance Manuals
- operating instructions
- technical documentation

Any Equipment must be operated in conformity with the normal conditions of use and in compliance with EASA/FAA or any other relevant airworthiness authorities' regulations applicable to the Equipment.

The warranty of any Equipment applies on condition that the engine log books, component log cards and exchangeable component log cards are strictly kept up to date.

4.3. Exclusions

The warranties offered by Safran Helicopter Engines do not extend to:

- life Limited Parts or Usage Limited Parts removed having reached maximum time limit,
- labor costs for removal or reinstallation of the Equipment
- the cost of any modifications to be applied,
- repair or replacement of Equipment attributable to:
 - the deterioration of a component belonging to the helicopter airframe,
 - missing parts,
 - non-approved TM source parts,
 - removal or defacing of Safran Helicopter Engines's name, identification mark or serial number (S/N),
 - missing or incomplete Equipment documentation,
 - the normal deterioration, abnormal use, incorrect storage and operations of routine and scheduled maintenance,
 - erosion and corrosion,
 - ingestion of foreign bodies (FOD),
- equipment that cannot be identified as having been delivered originally with the Engine
- repairs made to Equipment by an organization not approved by Safran Helicopter Engines or not provided for in the Maintenance Manuals,
- equipment damaged in accidents, except where the operator can provide proof that the operating anomaly was not a consequence of the accident,
- abnormal use, such as use of the Equipment in attempts at record-setting, in races or in experimental flights,
- repair or replacement of Equipment attributable without limitation to flight in sand-laden atmosphere , fouling of the gas passage areas , lightning strike, immersion in water, hard landing of or dropped Equipment , propeller electrical leads shorting , use of OEI (One Engine Inoperative) rating, use of maximum contingency rating beyond the maximum limitation, overheating, sulphidation, incorrect handling, transport, packaging, protection
- any damage to the Equipment units consecutive to an event of force majeure. Force majeure comprises any unforeseeable, irresistible, independent event beyond the control of the operator such as and not limited to:
 - natural phenomena,
 - war declared or otherwise,
 - explosions, fires, etc.

4.4. The warranties offered to the customer may be neither extended, nor modified, nor changed, nor transferred without the prior written consent of Safran Helicopter Engines.

5- WARRANTY CLAIMS PROCESSING

The warranties apply when all of the following conditions are met:

- The customer submits a warranty claim form to Safran Helicopter Engines (by fax or e-mail) or submits it directly in Safran Helicopter Engines web portal.
- The customer sends the warranty claim for the Equipment presumed affected by a defect in material or workmanship within 15 (fifteen) calendar days following discovery of the defect.
- A copy of the logbook or log card and a blank purchase order / work order must be sent with the warranty claim form.
- The customer material must not be shipped by the customer prior to receive the Return Material Authorization (RMA) by the relevant Safran Helicopter Engines front office. As soon as the customer receives the RMA then he must send his Equipment to Safran Helicopter Engines Site listed on the RMA or call our service provider indicated into the RMA for a pickup service and direct shipment to the dedicated Safran Helicopter Engines repair centre under the conditions defined in article 4.1 above, together with the original of the warranty claim form. The up-to-date documentation and purchase order duly completed must be sent within the next 15 (fifteen) calendar days date of receipt of the Equipment at the Safran Helicopter Engines repair centre,
- The packaging complies with the prescriptions laid out in the technical documentation and bears the indications identifying the Equipment presumed affected by a defect together with the references of the Equipment on which the Equipment presumed affected by a defect in material or workmanship has been taken.
- For all customer warranty claims, Safran Helicopter Engines reserves the right to dispatch one of its representatives or a person delegated to inspect the Equipment on which such defect in material or workmanship has been discovered. That person shall have access to consult any document necessary to analyse the situation.
- For the new Equipment and the repaired Equipment, in the event the repair or replacement work lasts more than 7 days, this immobilization period will be added to the warranty period granted to the customer provided the customer is a consumer.

6- LIABILITY

Except if the customer is a consumer, the warranties are granted and accepted in place of all other warranties or conditions whether express or implied by statute or otherwise including without limitation any warranty or condition of merchantability or fitness or quality, conditions in contract or in tort or representations. In no event shall Safran Helicopter Engines be liable for any indirect, special, incidental, consequential damage (such as loss of profit, loss of contract, damage to third parties, etc.) arising from the defect in material or workmanship affecting the relevant Equipment.

7- APPLICABLE LAW AND DISPUTES

The Warranty Terms and Conditions are governed by French Law.

In the event of dispute, an expert may be appointed as agreed by the parties.

Any dispute arising between the parties concerning the Warranty that cannot be settled amicably within two (2) months following the written notification by one of the parties to the other will be submitted to the courts of Pau (France), which shall be the only competent court to have jurisdiction over the dispute, including in the event of impleader and plural defendants, and even for urgent or protective procedures, as summary proceedings or by petition.

Care Program[®]

These Warranty Terms and Conditions are part of a larger customer program called **Care Program[®]** including:

- « **Warranty program** »: standard (Warranty Terms and Conditions) and extended warranties,
- « **Upgrades program** »: upgrades issued from Airworthiness Directives (ADs) or OEM classified in “support categories”.