Commercial Warranty for the 36-150[BD] APU

Administrative Overview

Warranty claims for the Honeywell 36-150[BD] APU may be submitted on a Honeywell Engines, Systems & Services Warranty Claim form, by claim entry into the Honeywell Electronic Claim system, or customer invoice/purchase order providing all required information listed below.

Warranty claims will be honored for work accomplished at Honeywell Authorized Service Facilities or within the guidelines of the Honeywell warranty policy. All warranty claims are authorized by Honeywell, at Honeywell's discretion. All hardware valued at greater than \$500 must be returned with a warranty claim form for warranty consideration.

Honeywell will replace or repair at its option any manufactured non-conforming hardware during the effective warranty period set forth below. Warranty replacement with new hardware is at the discretion of Honeywell.

The following information is required to process a 36-150[BD] APU warranty:

- Date of purchase / Date of delivery
- Date of installation and removal
- APU Part Number and component or LRU Part Number, if applicable, including dash numbers
- Corresponding APU and component or LRU Serial Numbers
- Aircraft number and date of entry into service (or date of spare part installation)
- Total flight hours (TSN) accrued on item or component
- Description of claimed non-conformance and circumstances
- Date of claimed non-conformance
- Itemized account of labor hours directly expended in performing repair, if applicable
- Itemized account of material furnished by Owner directly incorporated in the repair, if applicable
- Purchase Order

Warranty coverage includes:

- Parts and labor to repair the APU or APU component
- Shipping of the APU or APU component to nearest Honeywell Authorized Representative when warranty is accepted.

Warranty coverage does not include:

- Handling fees
- APU or LRU removal and / or re-installation
- New replacement parts except at Honeywell discretion
- Rental of APUs
- Component exchange fees
- Scheduled and routine maintenance (HSI, inspections, etc.)

Warranty Program Details

Definitions

The following words or phrases have the noted meanings:

- 1. "Seller" means Honeywell Engines, Systems & Services and its affiliates, and business units of Honeywell Inc.
- 2. "Owner" means the legal or registered owner of the APU.
- 3. "APU" means a new 36-150[BD] Auxiliary Power Unit, Part Number 3800774-X delivered for commercial use.
- 4. "Parts" means components or Line Replaceable Units (LRU's) of the APU which may be repaired or replaced by Seller or its Authorized Facility.
- 5. "APU Operating Hours" means the Total Since New (TSN) accumulated on the APU or its Parts, as recorded by the APU hourmeter.
- 6. "Installation" means the date the APU or Part is originally installed on the aircraft.
- 7. "Failure", "Malfunction", or "Non-Conformance" in an APU or Part means breakage or improper function.
- 8. "Normal Wear and Tear" means the gradual and expected deterioration of an APU or Part, the need for regular overhaul and periodic maintenance and consumable hardware, and does not constitute a failure or malfunction under this warranty.

Warranty Coverage

Seller warrants to the Owner that each APU sold for installation as original equipment on new aircraft and new spare APUs will, as set forth below, comply with applicable Seller drawings and specifications and be free from defects in material and workmanship. These warranties shall run to the original purchaser, its successors, assigns and customers when they are the Owner.

Duration of Warranty

ORIGINAL EQUIPMENT APUs

Duration will be sixty (60) months from date of delivery to Owner, or three thousand (3,000) APU Operating Hours, whichever first occurs.

NEW SPARE APUs

Duration will be sixty (60) months from date of shipment to the Owner, or three thousand (3,000) APU Operating Hours, whichever first occurs.

Warranty claim determination will be based on the data supplied to Seller by the Owner, its successors and customers when they are the Owner, substantiated by inspection, testing, failure analysis, and information from Seller's representatives. Seller will have the sole right to determine whether the failure qualifies under the terms and conditions of this warranty

NEW SPARE PART WARRANTY

Duration will be twelve (12) months from date of shipment to the Owner whichever first occurs.

Seller warrants to the Owner that each new spare part sold for installation on an APU will, at the time of shipment or installation as identified above, conform to the applicable Seller drawings and specifications, and be free from defects in material and workmanship.

REPAIR AND OVERHAUL (after original equipment / spare warranty expiration)

Duration will be twelve (12) months or five hundred (500) flight hours after installation of the repaired or overhauled Part on the APU, whichever first occurs.

Repair and overhaul warranty is applied at the expiry of the original equipment, new spare and new spare parts warranties, and does not in any way extend the original warranty periods.

RESPONSIBILITY OF SELLER

If an APU or Part is returned to Seller or an Honeywell Authorized Service Center and is found by Seller, in its sole discretion, to have failed as a result of a failure in material or workmanship covered by this warranty, Seller will at no cost to the Owner:

- 1. Repair or replace, at Seller's sole option, the failed APU or Part. Any APU or Part which is replaced or exchanged will become the property of Seller.
- 2. Assume round trip shipping costs for failed or non-conforming APUs or Parts to the nearest Honeywell Authorized Representative; however if Seller's inspection discloses the returned APU or Part does not require repair or replacement under warranty, Seller's usual inspection charges will apply and Shipping costs will not be assumed.
- 3. The correction of any failure or malfunction will in no way extend the period of this warranty.
- 4. Seller reserves the right to make changes in its products without incurring any obligation to incorporate the same on previously delivered APUs or Parts.

RESPONSIBILITY OF OWNER

The following conditions govern the application of this warranty:

1. All Owners must send in a Warranty Registration Card form within thirty (30) days of becoming an Owner. Warranty registration cards are in the Engine Log book or may be obtained from Seller by writing to:

HONEYWELL P.O. Box 29003, Mailstop 2102-229 Phoenix, Arizona 85038 ATTENTION: WARRANTY DEPARTMENT

- 2. Owner will assure that records are maintained which will accurately reflect APU operating hours and when maintenance was performed. At Seller's request, such records will be provided to substantiate warranty claims.
- 3. Owner will be responsible for costs of removal and reinstallation.
- 4. Scheduled routine maintenance and inspection, including, but not limited to: disassembly, assembly, cleaning, inspection, replacement of consumable hardware such as gaskets, filters, packings, igniter plugs, nuts, bolts, etc., minor repairs for cracks, nicks, dents, and all repair effort required as a result of Normal Wear and Tear are the responsibility of the Owner and are specifically excluded from this warranty.
- 5. Owner shall submit a warranty claim within the warranty period and the affected APU or Part must be returned to Seller, accompanied by a Honeywell Standard Claim form, within thirty (30) days after discovery of such defect or nonconformity.
- 6. APUs and LRUs returned without the required warranty data are subject to returned and/or repair charges.

EXCLUSIONS

- 1. The provisions of this warranty will not apply if the APU or Part has been subjected to:
 - a. Any maintenance, repair, installation, storage, operation, use, handling or environmental condition which is improper or not in accordance with Seller manuals, Bulletins, or other written instructions; or
 - b. Any alteration, modification or repair by anyone other than Seller or its authorized representatives which adversely affects the normal operation and performance of the APU; or
 - c. Any accident, misuse, neglect, or negligence after delivery by Seller, or
 - d. Ingestion of foreign material or foreign object damage; or
 - e. Lack of incorporation of Service Bulletins related to the cause of failure.

- 2. This warranty will not apply to:
 - a. Any APU or Part to the extent that the defect or nonconformity is attributable to a Part not supplied by Seller; or
 - b. Malfunction or failure due to accident, non conformance, or noncompliance with Seller's operating, scheduled maintenance or other pertinent instructions.

LIMITATIONS

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, INDIRECT DAMAGES, LOST PROFITS, OR LOSS OF USE.

THE EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES AS SET FORTH IN THIS WARRANTY STATEMENT SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THE TERMS OF THIS AGREEMENT.

NO EXTENSION OR EXPANSION OF THIS WARRANTY SHALL BE BINDING UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY SELLER'S AUTHORIZED REPRESENTATIVE.

For more information

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