

AutoGyro Warranty — Terms & Conditions (English)

AutoGyro GmbH

General Guarantee Conditions

- Content of Guarantee

These General Guarantee Conditions shall apply to all guarantee commitments provided or guarantee agreements entered into by AutoGyro GmbH, Dornierstraße 14, 31137 Hildesheim, Germany (hereinafter referred to as “AutoGyro GmbH”).

The content and scope of the guarantee arise from the written guarantee commitment or guarantee agreement together with these General Guarantee Conditions as laid out below (hereinafter referred to as the “Guarantee”). The Guarantee is granted pursuant to § 10 para. 2 of AutoGyro GmbH's applicable general terms and conditions and thus supplements AutoGyro GmbH's warranty and liability pursuant to §§ 9 and 10 of its general terms and conditions.

The Guarantee applies exclusively to the functionality of new aircraft, parts, and accessories, as produced and sold by AutoGyro GmbH. A guarantee case does not give rise to buyer's right to obtain rescission of the sale or a reduction of the sales price.

During the guarantee period AutoGyro GmbH and/or a service partner engaged by AutoGyro GmbH shall repair defective parts in the aircraft/equipment which are proved to be defective due to defects in materials or workmanship. AutoGyro GmbH shall make according to its own discretion the necessary professional repair through replacement or improvement of the affected parts or have these works carried out.

Work performed under the Guarantee shall not give rise to an extension of the original Guarantee and/or any other warranty period.

- Scope and Coverage

2.1 Scope and Coverage of Guarantee

The Guarantee shall apply to material & manufacturing defects in the entire aircraft and major components. The Guarantee covers

- Structural components such as airframe, composite body, rotor head, and landing gear assemblies.
- Primary systems such as flight and engine control systems, main rotor, fuel, oil and cooling systems.
- AutoGyro GmbH designed and manufactured parts such as composites, electrical harnesses and AutoGyro GmbH manufactured propellers.
- Factory-installed accessories that form part of the delivery configuration of the aircraft.
- Labor costs for defect rectification, when approved by AutoGyro GmbH or an authorized AutoGyro GmbH service partner.
- Costs of transportation of defective components for inspection (as per EXW terms) to factory AutoGyro GmbH or, at election of AutoGyro GmbH, to an authorized AutoGyro GmbH service partner at buyer's cost and of return shipment, if the defect is confirmed.

2.2 Coverage under separate warranty or guarantee

Note that the warranty and guarantee terms for certain parts of the aircraft are provided directly by the manufacturer of these items. Both AutoGyro GmbH and the end customer are obligated to comply with and referred to the terms and conditions issued by these manufacturers. This applies to the following parts and components:

- Powerplant: The Rotax engine has a separate warranty and concern reporting process, which must be adhered to.
- Propeller: The Woodcomp propeller, where fitted, carries a separate warranty process which must be adhered to.

- Avionics: Garmin, RS Flight Systems and Aveo equipment is covered by its own warranty process which must be adhered to.

These external system providers have different warranty limitations to AutoGyro GmbH. This Guarantee does not cover parts and components related to powerplant, propeller and avionics, unless specifically contracted.

- Guarantee Period

The guarantee period arises from the guarantee commitment or guarantee agreement.

If no guarantee period is agreed, the Guarantee commences on delivery of the product and elapses after:

- 36 months or 400 flight hours, which occurs first, in the case the aircraft delivered has been registered on AutoGyro GmbH's customer portal.

Flight hours are as recorded within the aircraft logbook. It is the operator's responsibility to maintain this document. In the absence of such duly recorded aircraft logbook, or where verification is needed, the operational time data provided by the engine datalogger and aircraft hobbs meter (hour logger) may be used, but AutoGyro GmbH is under no obligation to accept such data.

An extended guarantee period to 60 months or 650 flight hours, which incident occurs first, ("Extended Guarantee") applies upon purchase at a price of EUR 5,000 per aircraft. The Extended Guarantee must be explicitly referred to in purchase contract regarding aircraft or in the guarantee commitment or guarantee agreement.

- Exclusions and Limitations of the Guarantee

The Guarantee does exclude the following incidents, parts, components, damages, liabilities, and costs:

- Consumable and wearing parts (e.g., brake pads, tyres, bearings, seals, belts, filters, bulbs, lubricants).
- Corrosion, oxidation, UV damage, paint deterioration, or damage caused by excess or undue environmental exposure such as bird lime or high humidity storage.
- Damages resulting from misuse, improper maintenance, or modification, including fitment of counterfeit parts, use of incorrect lubricants, or use of incorrect fuels, not approved in writing by AutoGyro GmbH.
- Damages from an accident (i.e. unexpected incident connected with sudden external mechanical violence), forceful impact of any type, overload, hard landing, flight/loading outside the approved flight envelope.
- Damages from use of defected parts.
- Damages resulting of failure to respond to product recalls.
- Third-party installations or modifications (non-factory avionics, propellers, etc.).
- Normal aging or performance degradation consistent with time and flight hours.
- Transportation costs, taxes, customs duties, or downtime compensation (unless otherwise agreed).
- Costs to recover the aircraft to the approved repair station or for the authorized repairer to attend to the aircraft.
- Defects arising from non-compliance of AutoGyro GmbH's recommended service intervals and or AutoGyro GmbH's recommendations for care and maintenance; AutoGyro GmbH reserves the right to reject any subsequent claims.
- Replacement of fuel, hydraulic fluids, grease, or oils, unless required in direct connection with the repair or replacement of an approved component.
- Use for any kind of competition.
- Damage caused by, or arising from, war, vandalism, accidents, collision, fire, explosion, theft or attempted theft, adverse weather conditions or any act or omission that is willful, unlawful, or negligent.
- Depreciation.
- Any aircraft that has been written off by an insurer, or any repair, replacement, or alteration not authorized by AutoGyro GmbH, experimental adjustments or aircraft modified in any way from AutoGyro GmbH's specification.

- Any aircraft that has exceeded the maximum permitted operating hours.
- Kits: The Guarantee will only apply to parts and assemblies manufactured by AutoGyro GmbH.
- Damages arising from transport, storage or handling must be reported at point of hand-over and are not considered a guarantee case unless otherwise agreed in writing.
- Ageing during storage: Rubber parts, lubricants, batteries etc. age over time, and liability for these parts commences at point of dispatch. This also includes software and hardware updates from system providers which were correct at point of dispatch.

The burden of proof of the presence of any of the items above lies with AutoGyro GmbH. The burden of proof of a defect not being connected to any of the items listed above lies with the customer.

• Obligations of the Buyer / Operator

The Guarantee can only be claimed by any buyer or operator of AutoGyro GmbH's products, if and insofar the following obligations are complied with:

- The aircraft must be registered with AutoGyro GmbH within 10 days of commencement of flight operations.
- Maintenance and inspections must be performed by qualified personnel (certified by AutoGyro GmbH or personnel approval by any national aviation authority) and in accordance with the maintenance manual published by AutoGyro GmbH.
- All guarantee claims must be reported within 30 days of defect discovery to AutoGyro GmbH, including serial number, logbook entry, and photo documentation.
- Upon request defective parts must be returned to AutoGyro GmbH for analysis.
- Proof of regular maintenance and compliance with service bulletins must be retained and upon request of AutoGyro GmbH provided.
- Repairs and remedies must be undertaken by an Authorized AutoGyro Agent. Associated costs must be agreed in writing with AutoGyro GmbH via its local business partner or direct with AutoGyro GmbH prior to commencement of the agreed remedy.
- If the aircraft is to be stored for any period, the storage requirements defined by AutoGyro GmbH and by its major suppliers, as defined in their separate warranties, must be followed. Damages resulting from incorrect storage pursuant to these General Guarantee Conditions or reasonable storage requirements, are not covered by this Guarantee.

"Authorized AutoGyro Agent" means a maintenance organization or technician approved by AutoGyro GmbH, or other body as recognized by the applicable national aviation authority as competent to undertake the work and release the aircraft to service following task completion.

• Remedies

In the event a guarantee case under the Guarantee has occurred, AutoGyro GmbH and/or a service partner engaged by AutoGyro GmbH during the guarantee period shall repair defective parts in the aircraft/ equipment which are proved to be defective due to defects in materials or workmanship. AutoGyro GmbH shall make according to its own discretion the necessary professional repair through replacement or improvement of the affected parts or have these works carried out.

Under the Guarantee the buyer is not entitled to ask for rescission of the purchase contract or for a reduction of the purchase price.

Pursuant to the Guarantee, AutoGyro GmbH is not liable for

- loss of profits, any consequential loss, including rental charges, compensation for loss of use, body injury, death or any damage to property arising directly or indirectly from an incident affecting a part covered by the Guarantee; and
- costs of maintenance, inspection and detailing work, cleaning, disposal and any repair and/or restoration work incurred by the buyer or third parties, which have been made without the prior written approval of AutoGyro GmbH.

- International Scope

This Guarantee and these General Guarantee Conditions apply globally, with the following clarifications:

United States:

- The Guarantee applies only to products imported and sold by authorized AutoGyro USA partners.
- Claims under the Guarantee are processed through the authorized AutoGyro USA distributor.

People's Republic of China: The Guarantee applies through AutoGyro GmbH's authorized distributors located in China and under local civil code alignment.

- General Provisions

Any dispute arising out of or in connection with the guarantee commitment or guarantee agreement shall be governed and construed in accordance with the substantive law of Germany without giving effect to its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction shall be the competent court in Hildesheim, Germany; AutoGyro GmbH shall however be entitled at its discretion to call upon the court with jurisdiction for such cases at the buyer's general place of jurisdiction instead of the aforementioned court.

A dispute can only be referred to a national or international court of arbitration with the prior written consent of AutoGyro GmbH.

The place of performance for the work performed under the Guarantee shall be the Hildesheim, Germany, with AutoGyro GmbH having the right to have such work performed under the Guarantee carried out according to its own discretion at other premises of the AutoGyro group companies and/or by a service partner.

Any claims resulting from the Guarantee, the work performed under the Guarantee and/or a guarantee case shall become statute-barred within six months after the discovery of the defect, but no later than six months after expiry of the guarantee period.

In any dispute whatsoever arising in connection with the Guarantee or these General Guarantee Conditions the German version shall prevail.

No agreement or amendment to the guarantee commitment or guarantee agreement or these General Guarantee Conditions and no statement made under the Guarantee shall be effective unless made in writing, with statements sent via email being considered to fulfill the writing requirement.

If a provision of these General Guarantee Conditions is or becomes invalid or unenforceable in whole or in part, the validity of the remaining terms shall not in any way be affected, and a provision shall be deemed to have been agreed the effect of which comes as close as possible to that of the invalid or unenforceable provision.