

Service Letter

SL-MD01-002-R00

Warranty Conditions

1 General Information

1.A Reason

M&D Warranty Conditions for JS-MD Single (Sailplanes / Motor-Glider)

1.B Subject

Publication of the M&D Warranty Conditions for JS-MD Single.

1.C Glider affected

All JS-MD Single glider sold by M&D and delivered with EASA Form 52.

1.D Concurrent SB and SL

None.

2 Limited Warranty for JS-MD Single

2.A Scope of the limited Warranty

M&D Flugzeugbau GmbH & Co.KG ("M&D") warrants that its new and unused JS-MD Single and its new and unused part and accessories for JS-MD Single (the glider or motor-glider and the Parts are collectively referred to as the „Product“) are free from anomalies in material or workmanship for the period and under the conditions described below. By operating a new glider or motor-glider or using a new part, the owner agrees that these terms and conditions are applicable and exclusive, that they were disclosed to the owner, and they were accepted by the owner at the time of purchase of the Product.

EXCEPT AS PROVIDED HEREUNDER, M&D MAKES NO WARRANTIES, EXPRESS OR IMPLIED CONCERNING THE MERCHANTABILITY OR THE FITNESS FOR THEIR INTENDED USE OF THE PRODUCTS.

2.B Warranty Exclusions

The following are not warranted under any circumstances:

1. This Warranty shall not apply unless the aircraft and all its components and accessories are handled, operated, inspected, serviced, maintained and stored within the limits and the strict compliance with all instructions published in the operations and maintenance Manual in the latest approved version and procedures issued by M&D and - where applicable - the component manufacturer.
This Warranty does not apply to the aircraft engine, engine accessories, propeller and propeller accessories, and installed avionics, which are covered under separate and independent warranties issued by the respective manufacturers through their established field service organization, warranty policies and procedures.
2. The provisions of this Warranty apply neither to labour nor parts utilized in connection with Aircraft Service Bulletins (SB) issued, or normal maintenance and inspection services included, but not limited to, scheduled inspections, pre- and post-flight servicing, routine rigging and calibration checks, or engine turning or Airworthiness Directives (AD) issued.
3. M&D shall not bear all costs of labor and parts required to conform to Mandatory Service Bulletins (MSB), Service Bulletins (SB) and this Warranty shall than not be extended to cover all such labor and parts.
4. M&D provisions of this Warranty do not apply to any aircraft system, component or material which have been subject to misuse, negligence, unauthorized alteration or accident (e.g. composite delamination due to damage of skin because of stone fall, ice or bird strike, interior upholstery and rubber seals, paint or striping) or which shall have deteriorated due to extraordinary wear or exposure, including, but not limited to, the effects of hail, volcanic eruption, „acid“ rain, dust and/or sand storms, chemical discharges, foreign objects and other such unpredictable phenomenon, whether natural or manmade, which is beyond the control of M&D.

5. The provisions of this Warranty do not apply to aircraft systems, components or materials which are subject to extraordinary wear and additional which are listed below:
 - Exhaust System (if motor-glider)
 - Wheel-doors, Tail-Wheel-doors, wheel fairings, Bug-Wipers
 - Landing Gears
6. Normal wear and tear, regular maintenance and overhaul, result of act of providence or the public enemy, war, sabotage, riots or vandalism or continued operation of the aircraft, components and/or accessories thereof after and despite the detection of an alleged defect shall not be covered under this Warranty.
7. The provisions of this Warranty do not apply to any modification in any form whatsoever to the aircraft or its system unless specifically recommended or required and approved by M&D. Optional modifications other than those, which are installed by M&D prior to retail delivery of the aircraft, are not covered by this warranty.
8. The provisions of this Warranty do not apply to fluids, agents and components subject to normal operation consumption, servicing wear and tear, including, but not limited to, fuel, oil, hydraulic fluid, tires, brake linings and discs, batteries, lubricants, polishes, waxes or cleaning agents.
9. Any costs and expenses resulting from shipping, transportation or handling in connection with the delivery of the aircraft for Warranty repairs, obtaining or returning replacement parts or applying for Warranty credit are not covered by this Warranty.
10. This Warranty shall become null and void for any part of the aircraft from which the Manufacturers Trade Mark or name or serial number has been removed such that its origin cannot be identified.
11. M&D does not warrant, and is hereby relieved of any obligation to warrant, any accessory, equipment or part incorporated in the aircraft which is not furnished pursuant to this Warranty, or any amendment to this Warranty, including, without limitation installation of accessories, equipment or parts, or the repair, alterations or modifications to or of the aircraft made by the Owner / Holder / Operator or any third party.
12. The Owner / Holder / Operator shall not be entitled to the benefits of this Warranty if the Owner / Holder / Operator operates the aircraft with parts or components, which are not listed in M&D Drawing-list in the actual revision and this warranty shall become null and void upon installation of such parts and components. In any event M&D shall not be liable for any loss or damage of property, injury or death in association with any failures, incidents and accidents involving such parts or components.
13. The Owner / Holder / Operator shall not be entitled to the benefits of this Warranty if the Owner / Holder / Operator does not maintain complete records of operation and maintenance of the aircraft and make such records available to M&D. The failure of the Owner / Holder / Operator to maintain such records shall relieve M&D of its Warranty

obligations. The Owner / Holder / Operator shall notify any subsequent Owner / Holder / Operator or transferee of the aircraft of their obligation to maintain such records and to make them available for M&D inspection. Whether notified or not, if such a person does not comply with the foregoing, that person shall not be entitled to the benefits of this Warranty.

14. Deformation of composite structures including wing surfaces due to composite shrinkage or the known effects of water absorption in composite structures is not covered under the warranty policy.
15. Painted sections on composite parts where tape is used for closing gaps is not covered under the warranty policy.

This warranty does not apply to normal maintenance service such as product tune-ups, adjustments, inspections, engine or component overhaul resulting from time between overhaul (TBO) expirations, etc. This warranty applies only to the parts of the product that are manufactured or supplied by M&D for aviation use. Nothing contained herein should be construed as a warranty by M&D of any part of the product that is not manufactured or supplied by M&D for aviation use. M&D accepts no responsibility for the failure of any engine or part which it does not manufacture or supply for aviation use, or for any damage resulting from such failure, even if the damage is to an M&D product.

Use of the product for any no-intended use (e.g. self-launching with a sustainer), flights in rain, hail or ice at any point, even by a previous owner, will render this warranty null and void.

2.C Coverage period

This warranty will be in effect being measured in hours or take-offs of operations from the date the product is first put into use or being measured in months from the date of delivery to the first retail consumer.

The repair or replacement of products or the performance of service under this warranty does not extend the life of this warranty beyond its original expiration date.

Notwithstanding national legislation for the JS-MD Single this coverage is for the first **TWENTY FOUR (24) CONSECUTIVE MONTHS OR THE FIRST TWO-HUNDRED (200) FLIGHT-HOURS OR FIFTY (50) TAKE-OFFS OF OPERATION**, whichever occurs first.

All parts installed at the time of delivery of a new and unused JS-MD Single shall carry the same coverage period as that time of the JS-MD Single.

For parts that are **not** installed at the time of delivery of a new and unused JS-MD Single, this coverage is for the first **TWENTY FOUR (24) CONSECUTIVE MONTHS OR THE FIRST TWO-HUNDRED (200) FLIGHT-HOURS OR FIFTY (50) TAKE-OFFS OF OPERATION**, whichever occurs first.

2.D Troubleshooting costs

For the first **TWELVE (12) CONSECUTIVE MONTHS** of coverage or the coverage period specified above in section 2.3, whichever is shorter, M&D will pay for certain troubleshooting costs

associated with identifying the need for any repair or replacement covered by this warranty. If performed by M&D or coordinated through M&D or an authorized M&D company ("Troubleshooting Costs"), and where an anomaly is identified that results in a warranty claim.

Please ensure Batteries and Ground support equipment is inspected and tested upon delivery. Any defects must be reported within 30 days after handover of the JS-MD Single.

No troubleshooting costs will be covered where the need for repair or replacement under warranty is identified in the course of overhaul, routine maintenance, or on the basis of an obvious nonconformity, or if the damage is not one covered by this limited warranty. No troubleshooting costs will be reimbursed if the need for a repair covered by this warranty was identified by someone other than a person approved by M&D or its authorized companies. Consult M&D (www.md-flugzeugbau.de) to see if a given maintenance organization is authorized.

2.E Conditions to have warranty coverage

This warranty coverage is available **only** if **each** of the following conditions has been fulfilled:

The product owner must register the JS-MD Single by mailing or sending by post an **JS-MD Single registration form** to M&D within 30 days of purchasing the JS-MD Single. A **JS-MD Single registration form** is included with each JS-MD Single and can be downloaded at M&D (www.md-flugzeugbau.de). Please contact M&D with any questions you may have.

This limited warranty applies only to JS-MD Single which have been inspected and maintained in accordance with the instructions for continued airworthiness, including compliance with all applicable service documents issued by M&D, the aircraft manufacturer or any accessory or component manufacturer. Performance of required inspections and maintenance must be documented in the **Glider Log Book** and **Glider-Folder**.

The Glider Log Book must accompany any Glider being returned for warranty consideration. M&D reserves the right to make warranty coverage contingent upon proof of proper inspection and maintenance.

THE CONDITIONS CONTAINED IN SECTION 2.5 ABOVE MUST BE COMPLIED WITH FULLY IN ORDER FOR THE WARRANTY COVERAGE CONTAINED HEREIN TO BE GIVEN FULL FORCE AND EFFECT, BUT COMPLIANCE OR LACK THEREOF, SHALL HAVE NO BEARING ON THE EFFECTIVENESS OF THE LIMITATIONS OF LIABILITY CONTAINED HEREIN. IN THE EVENT THAT THE CONDITIONS CONTAINED IN SECTION 2.5 ABOVE ARE NOT COMPLIED WITH FULLY, THEN THAT SHALL CONSTITUTE A WAIVER OF ANY AND ALL WARRANTY BENEFITS.

2.F What to do to obtain warranty coverage

The product owner must notify M&D or an authorized M&D company, in writing, within **fourteen (14) days** from such discovery of a condition that the owner believes is resulting from an anomaly in material or workmanship in the product. Any anomalies which are not reported within fourteen (14) days shall not qualify for to any claims under this warranty. The notification by the

owner in writing must state all relevant data (Type and serial number of the JS-MD Single, registration and type of aircraft, flight hours and cycles of the JS-MD Aircraft, definition, article- and serial number of the damaged part). Failure to do so will result in this limited warranty coverage being denied.

Note that the notification period is subject to the applicable national or local legislation.

The product owner must provide a reasonable opportunity for M&D or the authorized M&D Company to repair it. The product owner must also present proof of purchase of the product to M&D or the authorized M&D Company. The Transport to the authorized Company or M&D in Friedeburg has to be organized and paid by Owner/Holder/ Operator.

If you have additional questions regarding a warranty matter, please contact M&D or an authorized M&D company. A listing is available at: www.md-flugzeugbau.de.

2.G No anomaly found

If a duly reported anomaly cannot be confirmed as such by M&D and therefore no repair or replacement will be necessary, the product owner shall bear all costs accrued in connection with the examination of the alleged anomaly. Round-trip transportation charges for the transportation from the location of such items to an authorized M&D company and subsequently to M&D and the risk of loss thereof shall be borne by the Product owner.

2.H Transfer

If the ownership of a product is transferred during the warranty coverage period, this warranty and limitations of liability shall also be transferred and will be valid for the remaining coverage period provided that M&D or an authorized M&D company promptly receives a proof that the former owner agreed to the transfer of ownership and that the name and contact details of the new owner are forwarded to M&D within FOURTEEN (14) days after selling date and provided that the conditions set forth in section 2.5 have been complied with fully.

3 References

MD-21G-FO-JS-0XX Aircraft Registration Form

4 Salvatory Clause

If any provision in this Agreement is found by a court of competent jurisdiction (from which there is no appeal or, if there is, no appeal is lodged or any appeal is withdrawn) or arbitrator to be illegal or invalid that clause shall be deemed removed and the remainder shall be unaffected.