

McCauley Propeller Systems Warranty Policy Information And Procedures Propellers, Governors & Components

McCauley Propeller Systems Standard Limited Warranty

McCauley Propeller Systems, A Division of The Cessna Aircraft Company, Wichita, Kansas, U.S.A., expressly warrants new and remanufactured products produced and sold by McCauley to be free from defects in material and workmanship under normal use and service for a period of thirty-six (36) months after delivery to the original retail purchaser or until the expiration of the maximum hours of use or calendar limits for overhaul published by McCauley for the subject product, whichever occurs first.

McCauley's obligation under this limited warranty is limited to repairing or replacing, at its sole option, any propeller, propeller parts, governor or governor parts determined by McCauley to have been defective and which are properly returned by the owner, with a written statement describing the alleged defect, to any McCauley Authorized Service Center authorized to service the individual McCauley product. The repair or replacement of defective parts will be made without charge to the owner for parts, or labor for removal and installation, except export/import duties, and/or sales or use taxes, if any, which are solely the owner's responsibility. McCauley will warrant a part replaced pursuant to this limited warranty under the same terms as the original part for the remainder of the applicable warranty period of the original part. This limited warranty is not intended to and does not cover the costs of normal maintenance or overhaul.

In addition, McCauley will repair or replace, at its option, any propeller, propeller parts, governor, or governor parts requiring replacement due to manufacturing defect if found at or before the first recommended overhaul interval as described in McCauley published service information. This first overhaul coverage does not include labor, standard overhaul replacement parts, parts repairable via published service information (re-plating, painting, etc.), other costs associated with the propeller or governor overhaul, or export/import duties, and/or sales or use taxes, nor does it apply to defects found after McCauley published overhaul hour or calendar limits. The provision of this limited warranty does not apply to: any McCauley parts which have been subject to misuse, negligence or accident or which have been repaired or altered in any way that, in the sole judgment of McCauley, adversely affects their performance, stability or reliability; to normal maintenance services (such as cleaning, mechanical adjustments and maintenance inspections); to the replacement of service items made in connection with normal maintenance; to normal deterioration of soft trim and appearance items (such as paint and rubber-like items) due to wear and exposure; to propellers, governors or parts found defective beyond the McCauley recommended overhaul period; or to parts which have been improperly installed by entities other than McCauley and/or McCauley Authorized Service Centers.

The McCauley limited warranty is void on any new or remanufactured product installed, without McCauley's prior written approval, on a non-type certificated engine, or on any engine which has received an overhaul or modification which is not approved by the engine manufacturer and that results in a change to the vibratory environment of the engine such as, but not limited to, an alteration of horsepower, operating RPM, crankshaft damper configuration, compression ratio, magneto timing, camshaft design, or any other overhaul or modification not expressly approved by the original engine manufacturer. McCauley limited warranty is also void on any McCauley product shipped new from the factory or distributor in disassembled state, then later reassembled by an unauthorized party. Parties authorized to reassemble factory new product must have specific written permission from McCauley to do so, otherwise all McCauley warranty on the affected unit is void. No McCauley warranty coverage is offered for leakage on product assembled outside McCauley, regardless of the assembling party.

To the extent allowed by applicable law, THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED IN FACT OR BY LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES OF REPAIR OR REPLACEMENT SET FORTH HEREIN ARE THE ONLY REMEDIES UNDER THIS WARRANTY. MCCAULEY DISCLAIMS ANY OBLIGATION OR LIABILITY, WHETHER IN CONTRACT OR IN TORT, INCLUDING LOSS OF USE OF THE PRODUCT WARRANTED, LOSS OF TIME, INCONVENIENCE, LOSS OF PROFITS, COMMERCIAL LOSS OR ANY OTHER DIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES. THIS WARRANTY IS IN LIEU OF ANY OBLIGATION OR LIABILITY ON THE PART OF MCCAULEY TO ANYONE OF ANY NATURE WHATSOEVER BY REASON OF THE MANUFACTURE, SALE, LEASE OR USE OF THE WARRANTED PRODUCTS AND MCCAULEY NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH WARRANTED PRODUCTS. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, 1980, AND ANY SUCCESSOR THERETO, IS EXPRESSLY EXCLUDED FROM THIS WARRANTY.