

Warranty Agreement & Liability Disclaimer

Your purchase and use of a genuine Marvel-Schebler® aviation carburetor manufactured by Marvel-Schebler Aircraft Carburetors LLC (hereinafter referred to as "MSA") constitutes your agreement to the following warranty terms. Please take the time to read and understand this Agreement.

You are agreeing not to install or allow to be installed in your MSA carburetor any parts not manufactured and/or authorized by Marvel-Schebler®. You are acknowledging that the installation of UNAUTHORIZED parts constitutes an alteration and/or a modification of the carburetor and voids all warranties. You are further acknowledging that the use of UNAUTHORIZED parts releases Marvel-Schebler®, to the extent permitted by law, from all liability for the consequences of adulterating the carburetor with UNAUTHORIZED parts, including liability for property damage or injury, including death, arising from any malfunction of a carburetor in which the UNAUTHORIZED parts are installed. The operator and/or the service facility responsible for the installation of UNAUTHORIZED parts in a MSA carburetor will bear the sole and full responsibility and liability for such consequences.

You are agreeing only to use fuels approved for aviation use. You are acknowledging that use of fuels not approved for aviation use in a MSA carburetor voids all warranties.

THIS WARRANTY SPECIFIES THE SOLE WARRANTY OBLIGATION OF MSA WITH RESPECT TO ITS CARBURETORS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND IN NO EVENT SHALL MSA BE LIABLE FOR ANY INCIDENTAL DAMAGES, OTHER THAN THE TRANSPORTATION CHARGES COVERED BY THE WARRANTY, OR FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE OR KIND.

WARNING: THE USE OF PARTS NOT AUTHORIZED BY MSA IN MSA CARBURETORS MAY CAUSE CARBURETOR MALFUNCTIONS WHICH COULD RESULT IN DAMAGE TO, OR DESTRUCTION OF, EQUIPMENT AS WELL AS INJURY AND/OR DEATH. USE ONLY GENUINE Marvel-Schebler® REPLACEMENT PARTS AS SPECIFIED IN THE AUTHORIZED MSA SERVICE MANUALS AND SERVICE PUBLICATIONS.

Warranty on Fuel Control Products

MSA WARRANTS its factory new, factory rebuilt, and factory overhauled Carburetors to be free from defects in materials and workmanship at the time of their release from the factory and, excepting normal wear and tear and/or abuse, for a period of twenty-four (24) months from the date of shipment from the factory or for one thousand (1,000) hours of service, whichever occurs first. **MSA must receive a completed product warranty registration before any request for warranty consideration.**

Generally, warranty consideration, repair, or replacement, when needed, is accomplished at MSA's Factory Service Center. However, you should submit all requests for warranty consideration to the vendor from which you purchased the carburetor or MSA. The vendor or MSA will supply you with a Returned Materials Authorization ("RMA") number that will facilitate efficient handling of your warranty consideration request. Note: **A customer request that a carburetor be inspected, repaired, or replaced under warranty by a MSA Authorized Service Center in lieu of returning the carburetor directly to MSA for inspection, repair or replacement MUST BE APPROVED BY MSA IN ADVANCE.** MSA will not reimburse customers who have their warranty claims addressed by anyone other than MSA's Factory Service Center unless MSA has given its approval in advance. If you experience difficulty in contacting the vendor regarding possible warranty, call MSA directly at 336-446-0002. If you suspect operational problems with your carburetor, contact MSA immediately. Carburetors returned for warranty consideration must be shipped to MSA, freight prepaid, unless other arrangements with MSA have been made in advance.

The decision to repair or replace a carburetor in response to a warranty claim is within MSA's SOLE DISCRETION. In considering the question of repair or replacement, MSA will apply the following guidelines.

- MSA will provide a new carburetor as a replacement for a carburetor purchased new and submitted under warranty only if the FLIGHT TIME on the carburetor is ZERO. Otherwise, if the submitted carburetor has been flown, MSA MAY, within its sole discretion, replace it with a new or rebuilt unit, or MAY repair or overhaul and return the submitted carburetor.
- MSA will replace an overhauled or rebuilt carburetor submitted for warranty replacement or repair with another overhauled or rebuilt unit only if the FLIGHT TIME on the carburetor submitted is 25 hours or less. Otherwise, if the submitted carburetor has been flown more than 25 flight hours, MSA MAY, within its sole discretion, replace or MAY repair or overhaul and return the submitted carburetor.

Always contact MSA regarding a suspected carburetor problem prior to returning a carburetor for warranty consideration. You may incur charges for carburetors returned to MSA for warranty consideration that MSA finds to be free of defects.

The terms of the MSA Warranty Agreement require that MSA or an Authorized Service Center must receive notice of any suspected defect(s) within thirty (30) days of the first discovery of such defect(s). Otherwise, MSA may decline any request for reimbursement, replacement, or repair of such a purported defect. Provided such written notice is received within the stated time period, MSA will, at its sole discretion:

- Repair the defective carburetor at its factory, authorize repair at another facility, or;
- Replace the defective carburetor, or;
- Issue a credit for the cost of the defective carburetor

(in the event it is not replaced or repaired).

Warranty on Fuel Control Products

1. Except when MSA and a customer agree on other arrangements in advance, a customer submitting a carburetor for warranty consideration must prepay shipping charges to MSA or to an Authorized Service Center.
2. If MSA finds the submitted carburetor defective, MSA will pay for non-expedited, ground return shipping of the repaired, overhauled, or replacement carburetor. A customer may request expedited shipping and pay the additional charges.
3. Shipping charges, both ways, for carburetors found to be free of defects must be paid by the customer.

Warranty Exclusions

This warranty does not cover any carburetor (or part thereof) that MSA or a MSA Authorized Service Center finds to have been altered or damaged through misuse, abuse, neglect, improper storage, lack of proper and/or required maintenance, including proper filtration, repair by any party other than MSA or a MSA Authorized Service Center or, which contains or has been operated while containing parts not manufactured by and/or not authorized by MSA. This carburetor warranty applies ONLY to carburetors serviced, repaired, overhauled, and maintained in accordance with this warranty and MSA's service instructions, service bulletins, manuals, repair procedures, and other service information, written or otherwise, issued by MSA. Contact MSA regarding applicable and authorized service information for your carburetor.