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Tornado Alley Turbo, Inc. Cirrus SR22 Turbonormalizing System Warranty

Each new Tornado Alley Turbo, Inc. (TAT) turbonormalizing system manufactured by TAT and installed upon a Cirrus aircraft at the Cirrus Design factory in Duluth, MN, or at TAT or a facility authorized by TAT, is warranted as follows:

1. TAT warrants the complete turbonormalizing system for a period of twenty four (24) months from the warranty activation date. The scope of this warranty is limited to repair, exchange, or replacement of components that are, upon inspection, found to be defective in material or workmanship and includes the appropriate labor charges required to complete that repair. Such repair, exchange, or replacement, in order to be covered, must be accomplished by TAT, a Cirrus Design Authorized Service Center or a TAT approved installation center, or other facility authorized in writing by TAT, to handle the turbonormalizing system covered by this warranty. The warranty activation date is the date the aircraft with the installed turbonormalizing system is first operated, but not later than 180 days after the turbonormalizing package is shipped for installation.
2. TAT does not assume any responsibility for the repair or replacement of the engine, the airframe, or accessories or components thereof, other than those components manufactured or supplied by TAT or otherwise referred to in paragraph 1, above.
3. TAT will pay for reasonable labor costs associated with repairs or replacements under this warranty, and for "troubleshooting" costs associated with identifying the need for such repairs or replacements, but only with prior notice and when coordinated through TAT or an agent (i.e. an authorized Cirrus Design technical consultant) designated by it for that purpose. The amount of repair and replacement labor costs allowed will be in accordance with warranty labor allowance schedules if published by TAT. Otherwise, the amount of "troubleshooting" costs allowed will be the reasonable costs under the circumstances of identifying the need for repairs or replacements of specific parts, but in no event will the "troubleshooting" costs that are allowed exceed twenty percent (20%) of the labor costs associated with such repairs or replacements authorized by TAT after the defective part, material, or workmanship has been clearly identified. No "troubleshooting" cost allowance will be made where the need for repairs or replacement is identified in the course of overhaul, routine maintenance, or on the basis of an obvious defect.
4. Repair or replacement of any turbonormalizing system or part under this warranty will not extend the period of warranty coverage set forth above. TAT reserves the right at its option to replace any defective parts with either new, rebuilt, serviceable, or overhauled parts.
5. TAT does not assume any responsibility for transportation costs in connection with the repair or replacement of any turbonormalizing system or part under this warranty, except when such transportation has been expressly authorized by TAT, or when the turbonormalizing system or part has been shipped prepaid to TAT or the repair facility designated by TAT, and the turbonormalizing system or part is found to the satisfaction of TAT to be defective in material or workmanship.
6. This warranty applies only to TAT turbonormalizing systems in which parts manufactured or supplied by TAT or parts manufactured pursuant to an FAA Parts Manufacturer Approval have been used, and nothing contained herein should be construed as a warranty by TAT of any part not manufactured or supplied by TAT. TAT accepts no responsibility for the failure of any part which it does not manufacture or supply. Note: The use of other FAA-PMA replacement parts in lieu of original components will not affect the warranty on any TAT turbonormalizing system.
7. This warranty only applies to turbonormalizing systems upon which the inspection, maintenance and operation instructions and recommendations contained in the appropriate operator's manual and applicable service bulletins have been adhered to and complied with. Timely performance of recommended inspections and maintenance must be documented by appropriate logbook entries and a true and legible copy of the aircraft engine logbook must accompany any turbonormalizing system or portion thereof being returned for warranty consideration. In addition, on request, the customer will promptly produce the original of any engine logbook at the offices of TAT for inspection, and provide a complete and useable electronic copy of the engine operating history from the installed data recording devices.
8. This warranty does not apply to any turbonormalizing system or part manufactured or supplied by TAT which has been subject to misuse, neglect or accident or which has been installed, repaired, maintained, or altered in any way that in the reasonable judgment of TAT has adversely affected the condition of the turbonormalizing system or which has been operated beyond or below recommendations (such as, but not limited to, RPM, temperature, fuel flow, oil pressure, and proper system adjustment) or instructions found in the approved flight manual supplement applicable to the turbonormalizing system.

9. This warranty will not include any allowance or charge for troubleshooting or parts and labor, for any aircraft that has had any alteration to the aircraft engine, its accessories, its fuel, or cooling systems since the TAT turbonormalizing system was installed, without prior written approval from TAT of the alteration.

10. The provisions of this warranty do not apply to normal maintenance service (such as turbonormalizing system tune-ups, adjustments, inspections, including routine inspections required by later issued service bulletins, and similar maintenance activities) which shall always remain the responsibility of the aircraft owner or operator. The provisions of this warranty do not apply to any items designed to wear as a part of normal operation if those items are not properly installed, aligned, and maintained.

11. The obligation of TAT to pay for any warranty claim is contingent upon the owner/operator's participation in TAT's "Engine Operation Monitoring" (EOM) program. The TAT EOM program requires the owner/operator to accomplish the following:

- A. Submit oil samples for routine wear metal analysis to a qualified laboratory at 25 to 50 hour intervals during the first four oil change intervals and maintain a copy of the results of such oil analysis as part of the aircraft maintenance records. Notify TAT of any unusual or excessive wear metal findings before the subsequent oil change interval;
- B. Supply a current, complete, and useable copy of the stored electronic data to TAT at the time of the first annual inspection after installation of the TAT turbonormalizer system;
- C. Supply a current, complete, and useable copy of the stored electronic data to TAT at the time of any warranty claim;
- D. Operate the engine in accordance with the recommendations in the approved flight manual supplement.

12. Any dispute arising under this warranty will be resolved by binding arbitration, which shall take place only in the state of Oklahoma, unless the parties agree otherwise. The arbitration shall be done by a panel of three persons, at least one of which shall be an attorney who holds a pilot's certificate with a current medical and at least one of the arbitrators shall be a mechanic with A & P and Inspection Authority. Each side to the dispute shall be responsible for the payment of their own costs and attorney fees, and for 1/2 of the cost of the arbitrators, regardless of the outcome of the dispute.

13. TAT reserves the right to change any turbonormalizing system or part specification or prices without incurring any responsibility with regard to turbonormalizing systems or parts previously sold or replaced.

14. Parts excluded or limited from warranty due to known poor service history by their original manufacturer: The starter, starter drive and adapter is warranted only for 90 days or 100 hours, whichever comes first, unless a longer warranty is provided for the starter adapter by the manufacturer or repair or overhaul facility which provided the starter, starter drive, and adapter to TAT.

15. This warranty may be transferred to a subsequent owner of the aircraft, providing that owner agrees to be bound by the terms of this agreement.

16. THE SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY IS LIMITED TO REPAIR, EXCHANGE, OR REPLACEMENT AS SPECIFIED ABOVE. THIS IS NOT A WARRANTY OF THE CONDITION OR FUTURE PERFORMANCE OF THE PRODUCTS WHICH IT COVERS. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED. SPECIFICALLY, BUT WITHOUT LIMITATION, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL TAT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY DEFECT IN ANY TURBONORMALIZING SYSTEM OR PART TO OPERATE PROPERLY, OR ARISING OUT OF ANY BREACH OF THE WARRANTY MADE HEREIN.

No person is authorized to give any other warranty or to assume any additional obligation or liability on behalf of TAT, without its express written approval.

Tornado Alley Turbo, Inc.



Tim Roehl, President

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