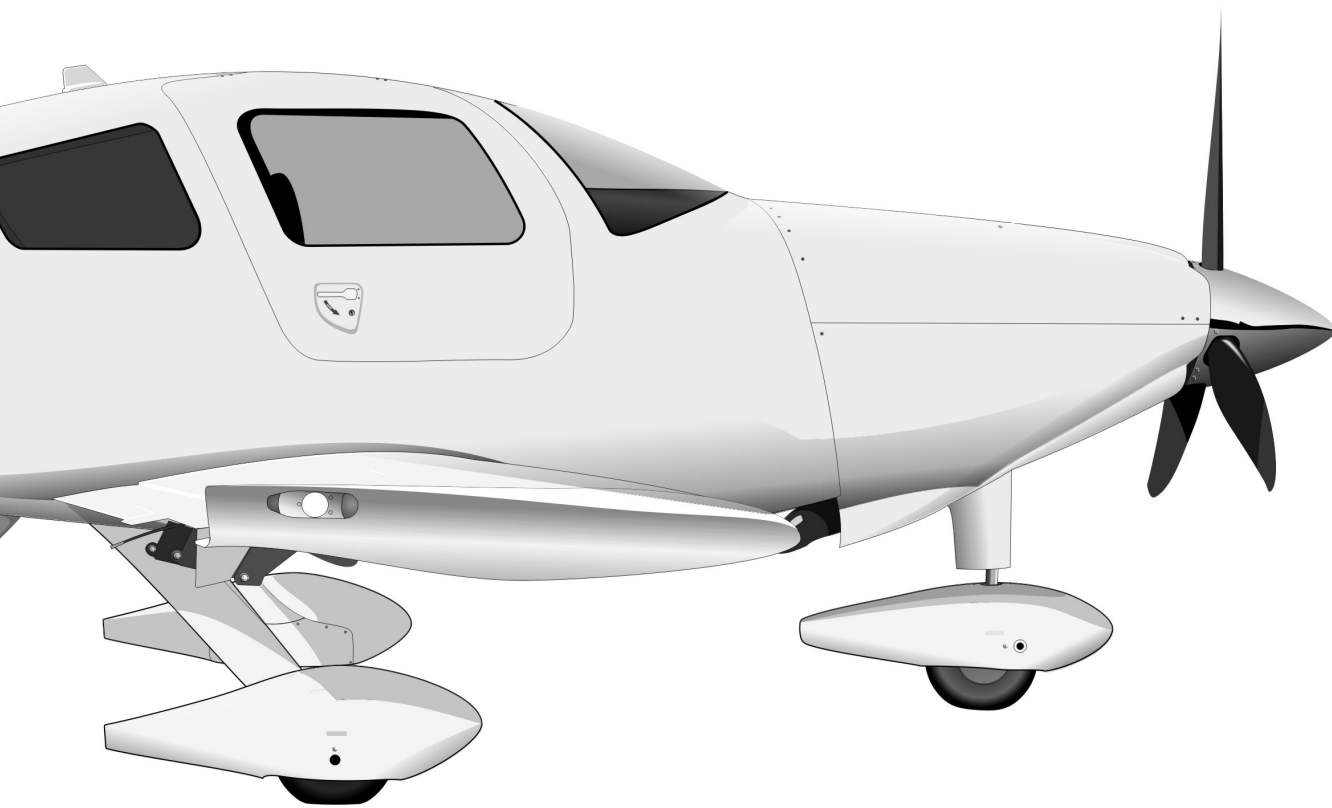


CESSNA 400



Initial _____

June 2008, Revision B
Beginning With Serial #411001

Specification & Description

Exhibit "A"

SPECIFICATION AND DESCRIPTION

EXHIBIT "A"

JUNE 2008, REVISION B

BEGINNING WITH SERIAL #411001

June 2008, Revision B

INTRODUCTION

This document is published for the purpose of providing general information for the evaluation of design, performance and equipment of the Cessna 400. Should more information be required, please contact:

Cessna Aircraft Company
Single Engine Piston Aircraft
2625 S. Hoover Rd.
Wichita, Kansas 67215
1-800-4-CESSNA
www.se.cessna.com

This document supersedes all previous Specification and Description documents and describes only the Cessna 400, its powerplant and equipment. Also included are the warranties applicable to the Cessna 400 aircraft, the Teledyne Continental TSIO-550-C engine, the Hartzell propeller and the installed Garmin avionics. In the event of any conflict or discrepancy between this

document and the basic purchase agreement, the basic purchase agreement language shall govern. Due to the time span between the date of this Specification and Description and the scheduled delivery date of the aircraft, Cessna reserves the right to revise the "Specification" whenever occasioned by product improvements, government regulations or other good cause.

TABLE OF CONTENTS

Section	Page
1. General Description	3
1.1 Certification	3
1.2 Approximate Dimensions	3
1.3 Design Weights and Capacities	6
2. Performance	7
3. Powerplant & Accessories	7
4. Cessna 400 Equipment List	8
5. Instrument Panel	9
6. Electrical Power	10
7. Engine Indicating System	10
8. Environmental	11
9. Exterior	11
10. Exterior Lights	11
11. Flight Controls	12
12. Fuel System	12
13. Interior	12
14. Interior Lighting	13
15. Exterior Striping Options	13
16. Limited Warranties	14
16.1 Cessna's Limited Warranty - Single Engine Piston	14
16.2 Aircraft Paint And Graphics - Single Engine Piston Aircraft	14
16.3 Teledyne Continental Motors - Platinum Engine Warranty	15
16.4 Hartzell Propeller Inc. - Product Warranty	16
16.5 Garmin Avionics - Limited Warranty	17
FIGURE I — CESSNA 400 EXTERIOR DIMENSIONS	4
FIGURE II — CESSNA 400 INTERIOR DIMENSIONS	5
FIGURE III — CESSNA 400 INSTRUMENT PANEL	9

June 2008, Revision B

1. GENERAL DESCRIPTION

All information herein applies to the Cessna 400. The Cessna 400 is a pre-molded, composite built, semi-monocoque, four seat, single engine, low wing, tricycle design airplane. Suitable allowance for luggage is provided.

1.1 Certification

The Cessna 400 is certified to the requirements of U.S. FAA Federal Aviation Regulation Part 23 through amendment 23-46, including day, night, VFR and IFR.

1.2 Approximate Dimensions

Overall Height	9 ft 0 in (2.74m)
Overall Length	25 ft 4 in (7.74m)

Wing

Span (overall)	35 ft 10 in (10.92 m)
Area	141.2 sq ft (13.1sq m)

Cabin

Height (max)	49 in (124.5 cm)
Width	49 in (124.5 cm)
Length (firewall to aft limit of baggage compartment)	140 in (354.6 cm)

Cabin Door

Minimum Entry Width .....	.33 in (83.8 cm)
Minimum Entry Height	33 in (83.8 cm)
Maximum Entry Clearance	46 in (116.8 cm)

Baggage Compartment

Maximum Baggage Compartment Width .....	.39 in (97.8 cm)
Maximum Baggage Compartment Length .....	.52 in (132 cm) (Including Shelf)
Maximum Baggage Compartment Height .....	.35 in (87.6 cm)
Maximum Baggage Entry Width .....	.28 in (71.1 cm) (Diagonal Measurement)

1. GENERAL DESCRIPTION (Continued)

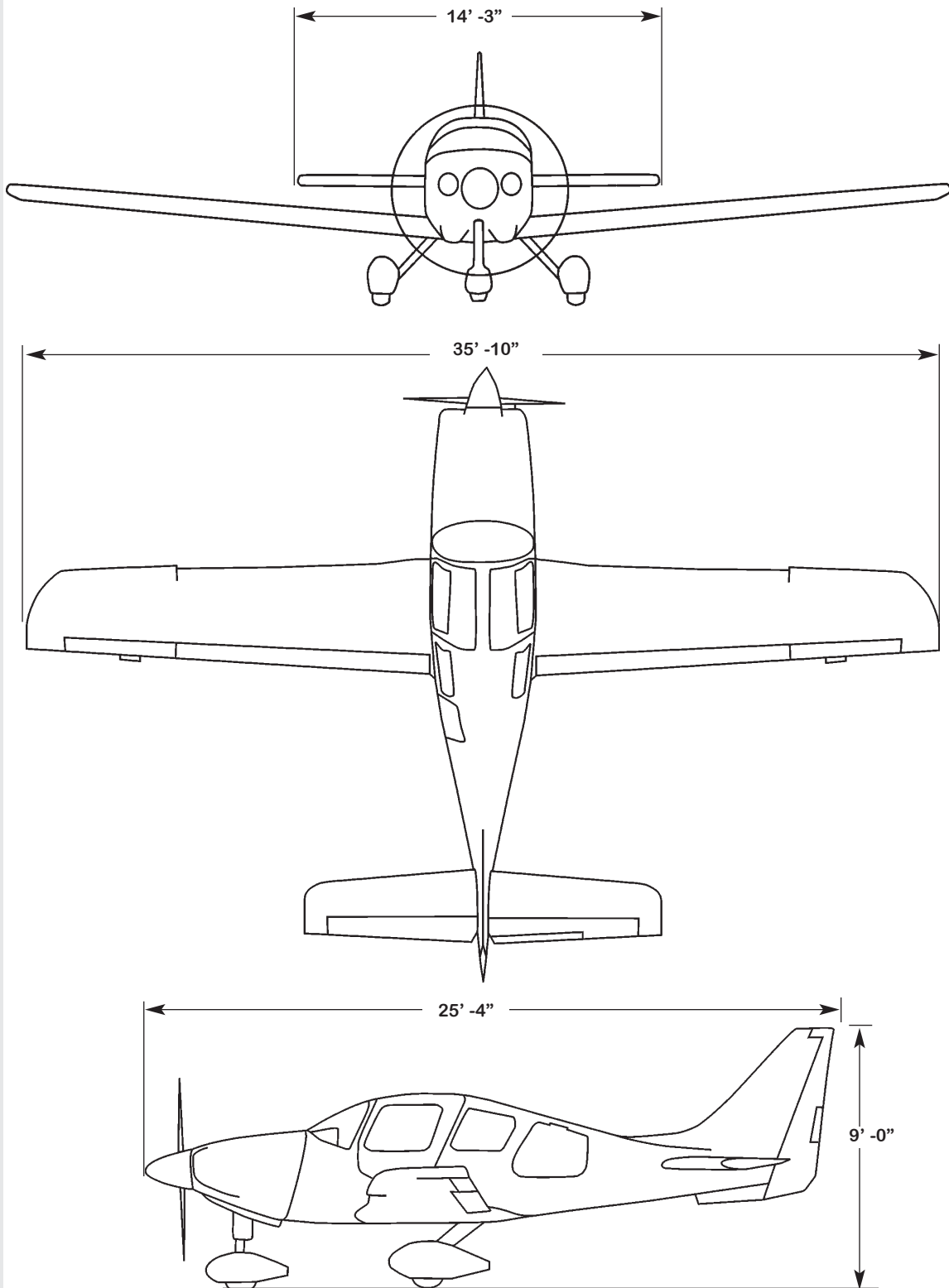
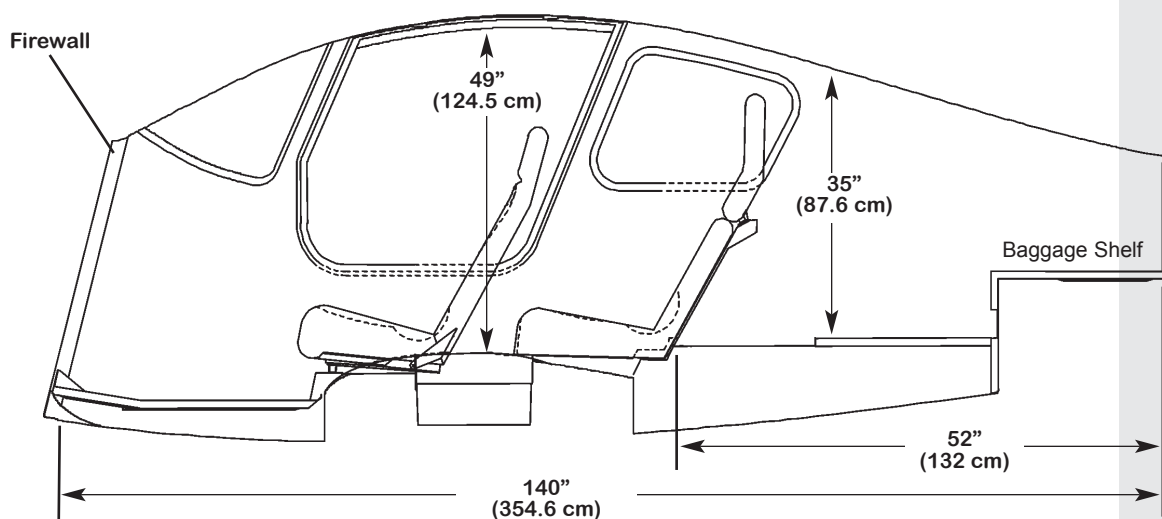


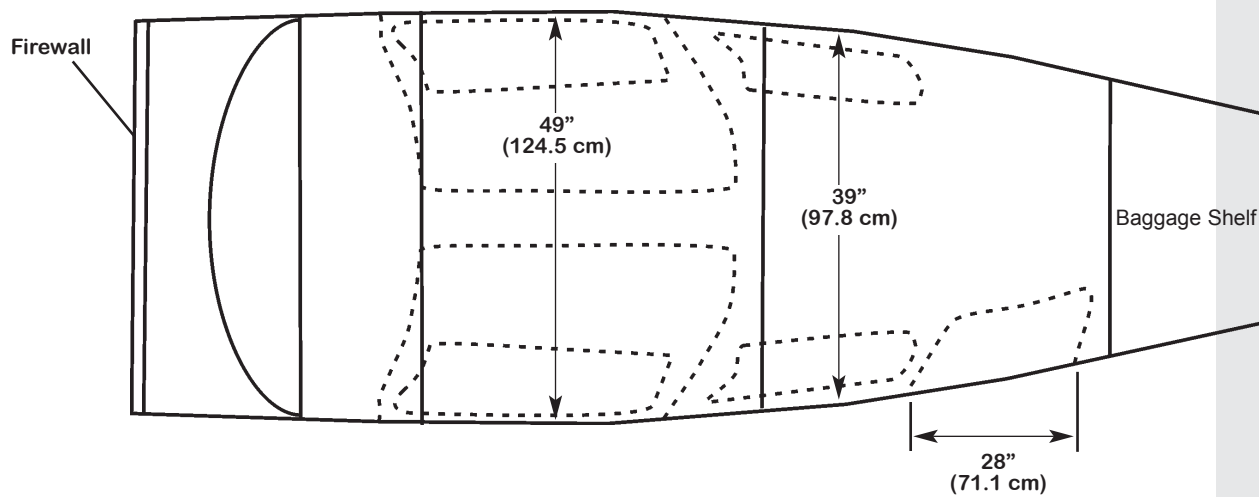
FIGURE I — CESSNA 400 EXTERIOR DIMENSIONS

June 2008, Revision B

1. GENERAL DESCRIPTION (Continued)



Cabin Height Dimensions



Cabin Width Dimensions

FIGURE II — CESSNA 400 INTERIOR DIMENSIONS

1. GENERAL DESCRIPTION (Continued) _____

1.3 Design Weight and Capacities

Maximum Ramp Weight	3,600 lbs (1,633 kg)
Maximum Takeoff Weight	3,600 lbs (1,633 kg)
Maximum Landing Weight	3,420 lbs (1,551 kg)
Standard Empty Weight	2,575 lbs (1,168 kg)
Maximum Useful Load	1,025 lbs (465 kg)
Baggage Allowance	120 lbs (54.4kg)

Fuel Capacity

Total Capacity	106 gal (401 L)
Total Useable	102 gal (386 L)
Total Capacity each Tank .....	.53 gal (201 L)

Oil Capacity

Sump .....	.8 qts (7.6 L)
Total Capacity	10 qts (9.5 L)

June 2008, Revision B

2. PERFORMANCE

All estimated performance data are based on airplane weights at 3,600 pounds; standard atmospheric conditions; level, hard surface, dry runways; and no wind. They are calculated values derived from flight tests

under carefully documented conditions and will vary with individual airplanes, pilots, and numerous other factors affecting flight performance.

Service Ceiling	25,000 ft
Takeoff Distance Ground Roll (S.L.)	1,300 ft
Takeoff Distance To Clear 50 ft Obstacle (S.L.)	1,900 ft
Max Climb Rate (S.L., ISA, MTOW)	1,400 fpm
Max Speed (85% at 25,000 ft) .....	.235 kts / 270 mph
Economy Cruise Speed (55% at 25,000 ft) .....	.208 kts / 239 mph
Range at Max Cruise Speed (85% at 25,000 ft) .....	.825 nm
Range at Economy Cruise Speed (55% at 25,000 ft)	1,250 nm
Landing Distance Ground Roll (S.L.)	1,250 ft
Landing Distance To Clear 50 ft Obstacle (S.L.)	2,600 ft

3. POWERPLANT & ACCESSORIES

- Teledyne Continental TSIO-550-C Engine
- 310 HP @2600 RPM
- Twin Turbo-Charged / Twin Intercoolers
- Certified for 100LL & 100 Fuel
- Fuel Injection System
- High-Pressure Wet-Sump Oil System
- Oil Cooler
- Dual Intercoolers
- Bleed Air Heat
- Induction Air Filter
- Full Flow Oil Filter
- Throttle Control - Vernier
- Mixture Control - Vernier
- Propeller Control - Vernier
- Dual Ignition System
- Hartzell Constant Speed, 3 Blade Metal Propeller with Blade Heaters
- Propeller Governor
- Propeller Heat Module with Harness
- Propeller Spinner, Polished
- Electric Starter

4. CESSNA 400 EQUIPMENT LIST

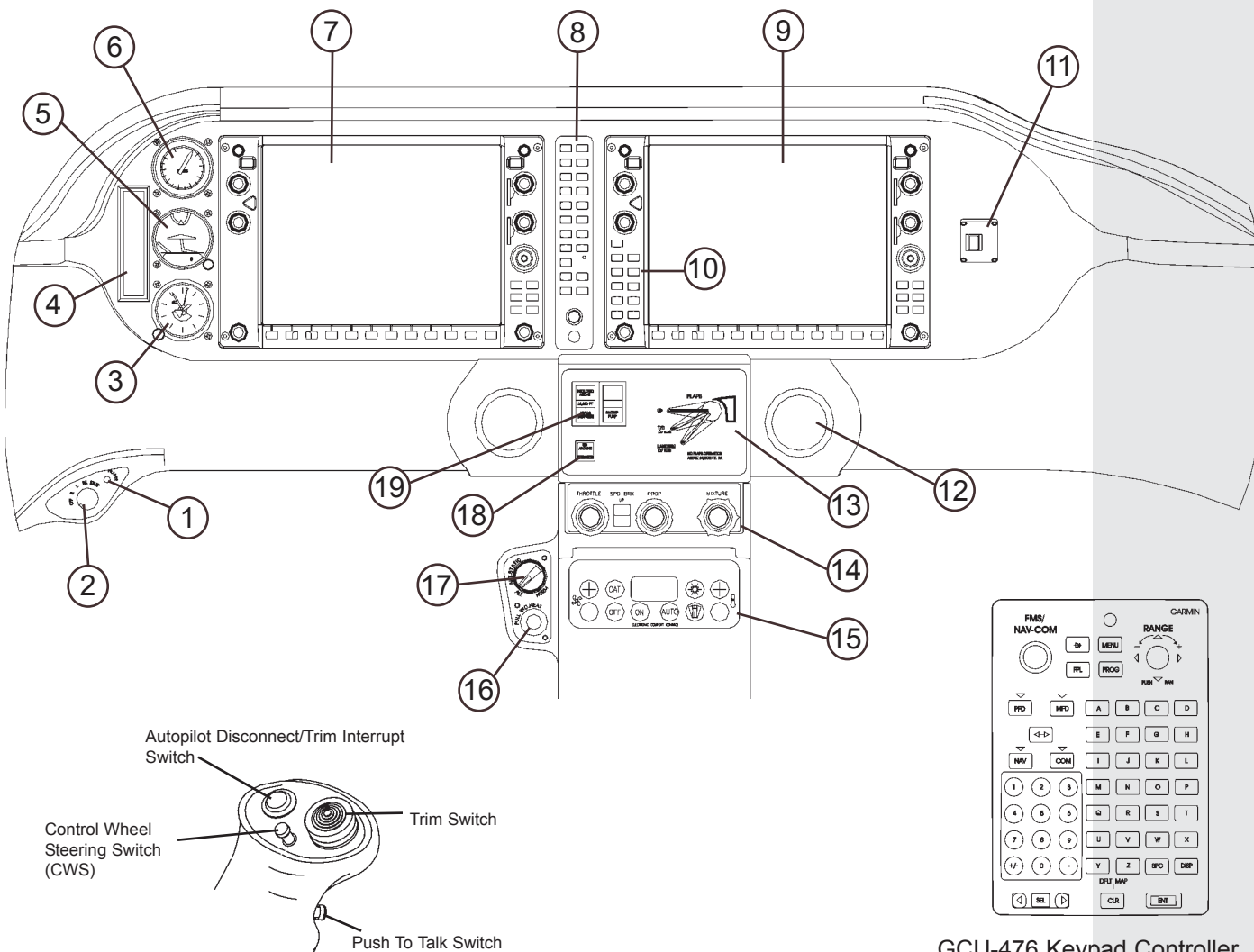
The following list of equipment is included on the standard aircraft and it does not reflect optional equipment.

GARMIN G1000 Avionics Package

- GMA-1347 Digital Audio Panel w/Marker Beacon/Intercom
- GCU-476 Keypad Controller
- GTX-33 Transponder-Mode S w-TIS
- GIA-63W NAV/COM/GPS/WAAS w/GS #1
- GIA-63W NAV/COM/GPS/WAAS w/GS #2
- GDU-1040 Primary Flight Display (PFD)
- GDU-1044 Multi-Function Display (MFD)
- GEA-71 Engine/Airframe Computer
- GRS-77 AHRS
- GDC-74A Air Data Computer w/OAT Probe
- GMU-44 Magnetometer
- GDL-69A Flight Information System (FIS) w/XM Radio
- E-Prox™ - Graphical Terrain Awareness
- GFC-700 Autopilot
 - Go-Around Switch
 - Electric Trim
 - A/P Disconnect
 - Control Wheel Steering Button
- Garmin SafeTaxi & FliteCharts (FliteCharts do not provide Geosynchronous Positioning)
- T-Watch™ Traffic Advisory System
- Backup Airspeed, Altimeter and Attitude (electric) Indicator
- Control Stick Push-To-Talk Switch-Pilot/Copilot
- Mic & Phone Jacks-Pilot/Copilot/Passengers (Bose and Standard)
- Antennas:
 - Marker Beacon Antenna
 - Transponder Antenna
 - WAAS (1)
 - GPS / XM Antenna (1)
 - COMM Antenna (2)
 - NAV Antenna
- Artex ELT-ME406 Emergency Locator Transmitter
- Pitot System - Heated
- Static System
- Alternate Static Source

June 2008, Revision B

5. INSTRUMENT PANEL



GCU-476 Keypad Controller

- | | |
|---|---|
| <ul style="list-style-type: none"> 1. Primer Switch 2. Ignition Switch 3. Backup Altimeter 4. Pitot Heat, Door Seals, and Optional Switches 5. Backup Attitude Indicator 6. Backup Airspeed Indicator 7. Primary Flight Display (PFD) 8. Audio Panel 9. Multi-Function Display (MFD) 10. Autopilot Controls | <ul style="list-style-type: none"> 11. ELT Remote Switch 12. Air Vents (2) 13. Flap Panel – Flap Switch and Annunciator 14. Engine Controls 15. Automatic Climate Control System (ACES) Panel 16. Heated Induction Air 17. Alternate Static Air 18. Go Around Switch 19. Rocker Switches: Backup Fuel Pump and Vapor Suppression |
|---|---|

FIGURE III — CESSNA 400 INSTRUMENT PANEL

6. ELECTRICAL POWER

- Belt Driven Alternator, 28 Volts, 70 amps rated
- Gear Driven Alternator, 28 Volts, 70 amps rated
- Dual 28 Volt, 8.5 AH Batteries
- Dual Voltage Regulators, 28 Volt
- Cross-Tie ability during alternator failure
- Cold Weather starting ability with either Battery or both Batteries
- Battery Charging Circuit
- Digital Ammeter displaying either Both Batteries or Alternator Conditions on MFD
- Overhead Master Switch Panel
- Dual 12 Volt, 2 amp Auxiliary Power Outlets
- External Ground Power Plug

7. ENGINE INDICATING SYSTEM

- Ammeter
- Voltmeter
- Manifold Pressure
- Oil Pressure and Temperature
- Tachometer - Hour Recorder
- Fuel Flow (GPH)
- LH/RH Fuel Quantity
- CHT - Cylinder Head Temperature (6)
- EGT - Exhaust Gas Temperature (6)
- TIT - Turbo Inlet Temperature (2)
- Annunciation – Caution and Warning Alerts (PFD)

June 2008, Revision B

8. ENVIRONMENTAL

- Automatic Climate Control System (ACCS)
- BiO2™ Built in Oxygen (4 Places)
- Individual Eyeball Vents
- Floor Vent System
- Defrosting System
- Insulation / Soundproofing

9. EXTERIOR

- Fiberglass and Honeycomb Structure
- LH and RH Gull Wing Style Doors w/Lock and Key
- Remote Keyless Entry with Automatic Light System
- Pneumatic Door Seal System
- LH Cargo Door, w/Lock and Key
- Fixed Landing Gear w/castering Nose Wheel
- Lighted Entrance Step
- Entry Assist and Exit Handles
- Main Gear Fairings
- Nose Gear and Strut Fairings
- Tie Down Rings, LH/RH Wing & Tail
- Tube Type Tires
 - Nose – 5.00 X 5
 - Mains - 15x6.00 X 6
- Static Wicks (9)
- Emergency Exterior Door Release
- Rear Tinted Passenger Window

10. EXTERIOR LIGHTS

- Navigation, LH/RH Wing Tip
- Wing Tip Strobe, LH/RH
- Taxi Lights, LH Wing - HID
- Landing Light - HID

11. FLIGHT CONTROLS

- Dual Hydraulic Brakes, Toe-Operated
- Parking Brake
- Dual Flight Controls - Aileron/Elevator/Rudder
- Precise Flight Speedbrake™ 2000 System
- LH/RH Control Sticks, All Purpose Pilot/Copilot
- Pilot Control Stick
 - Pitch Trim
 - AP Disconnect
 - Control Wheel Steering Button
- Go-Around Switch
- Electric Elevator/Aileron Trim
- Rudder Hold System

12. FUEL SYSTEM

- Electric Auxiliary Fuel Pump
- Engine Driven Fuel Pump
- Integral Wet Wing Fuel Tanks, 102 Gal. Usable
- Fuel Selector Valve, Left/Right/Off
- Fuel Strainer, Incorporated with Fuselage Quick Drain
- Fuel Tank Quick Drain
- Fuel Sampler Cup
- Fuel Vapor Suppression System

13. INTERIOR

- Pilot and Copilot Control Stick (2)
- Pilot and Copilot Cupholders
- Front Seat Eyeball Fresh Air Vents (2)
- Rear Seat Eyeball Fresh Air Vents (2)
- Air Conditioned, Controllable Air Vents (6)
- Reclining Sport Seats
- Rear Seat and Seatback Cushion
- Pilot's and Copilots Three Point Restraint System
- Rear Seat Passengers Three Point Restraint System
- Baggage Tie Downs and Restraining Net
- Fire Extinguisher and Mounting Bracket
- Pilot's Check List
- Pilot's Operating Handbook
- Instrument Panel Glareshield
- Center Console Storage Area
- Radio Call Plate
- Console Headset Hanger and Flashlight Holder
- Rear Passenger Entry/Exit Assist Strap

June 2008, Revision B

14. INTERIOR LIGHTING

- Pilot/Copilot Cabin Overhead Flip Lights
- Overhead Reading Lights (4)
- Interior Lights Dimming Control
- LED Instrument Flood Bar
- Sub-Panel /Switch Panel Lighting (Backlighted)
 - GCU-476 Keypad Controller
 - Pitot Heat
 - Door Seals
 - Optional Equipment Switches
 - Flap Panel
 - Position Bar
 - Slide Dimmer Labels
 - Master Switches
 - Circuit Breaker panel
- LCD Lighted Glass Panel Displays:
 - Electronic Flight Instruments
 - Electronic Avionics Instruments
 - Electronic Engine Instruments
- Backup Attitude, Altimeter, Airspeed Internally Lighted

15. EXTERIOR STRIPING OPTIONS

- As defined on Purchase Agreement

16. LIMITED WARRANTY

16.1 Cessna's Limited Warranty - Single Engine Piston Aircraft

Cessna warrants the aircraft and all parts included therein to be free from defects in material and workmanship under normal use and service for a period of twenty-four (24) months after delivery to the original retail purchaser or first user, except as hereafter noted. Engines, engine part accessories, avionics, batteries and propellers are specifically excluded from this limited warranty. Spare parts sold by Cessna, excluding engine part accessories, avionics and batteries are warranted for six (6) months after installation, except as hereafter noted. Paint is covered by a separate one (1) year warranty as defined in 16.2.

Cessna's obligation under this warranty is limited to repairing or replacing, at its option, with exchange, overhauled, or new parts, items found defective by Cessna's examination which are returned at the owner's expense within the applicable twenty-four (24) or six (6) month period (for spare parts only) to any authorized Cessna Service Station. A new warranty period is not established for replacement parts. Replacement parts are warranted only for the remainder of the applicable twenty-four (24) or six (6) month original warranty period.

The repair or replacement of defective parts under this limited warranty will be made without charge to the owner for parts and labor for removal, installation and/or actual repair, except that the owner shall pay all import duties, and sales and use taxes on replacements and repairs.

This limited warranty does not apply to parts subjected to misuse, negligence, improper installation, accident, alteration; repairs not authorized by Cessna; normal maintenance services (cleaning, control rigging, brake and other mechanical adjustments, maintenance inspections, etc.); replacement of service items (light bulbs, brake linings, filters, hoses, tires, cowl mounts, etc.); or to normal deterioration of soft trim or appearance items (upholstery, rubber-like items, etc.) due to corrosion, delamination, wear and exposure.

TO THE EXTENT ALLOWED BY APPLICABLE LAW, THIS LIMITED 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, AS ABOVE SET FORTH, ARE THE ONLY REMEDIES UNDER THIS LIMITED WARRANTY. CESSNA DISCLAIMS ANY OBLIGATION OR LIABILITY WHETHER IN CONTRACT OR IN TORT (AND WHETHER FOR NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE), INCLUDING LOSS OF USE OF THE PRODUCT WARRANTED, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR ANY

OTHER DIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES. THIS WARRANTY IS IN LIEU OF ANY OTHER OBLIGATION OR LIABILITY OF CESSNA OF ANY NATURE WHATSOEVER BY REASON OF THE MANUFACTURE, SALE OR LEASE OF SUCH AIRCRAFT PRODUCTS AND CESSNA NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH AIRCRAFT PRODUCTS. COMPLIANCE AND/OR TIMELY COMPLIANCE WITH THIS LIMITED WARRANTY MAY BE AFFECTED IF EXPORT LICENSES ARE REQUIRED TO BE REQUESTED AND APPROVED BEFORE SPARE PARTS CAN BE SHIPPED TO CERTAIN FOREIGN COUNTRIES.

16.2 Aircraft Paint And Graphics - Single Engine Piston Aircraft

Cessna endeavors to select and use high quality polyurethane paints from the leading manufacturers. Polyurethane paints and graphics are used because of their high gloss characteristics and ability to withstand dramatic temperature and pressure changes. The paint on your new aircraft will maintain its high gloss characteristics for an extended period of time provided it is cared for properly.

The painted exterior surfaces require an initial curing period which may be as long as ninety (90) days after the finish is applied. During this curing period, some precautions should be taken to avoid damaging the finish or interfering with the curing process. The finish should be cleaned only by washing with clean water and mild soap, followed by a water rinse and drying with a cloth or chamois. Do not use polish or wax, which would exclude air from the surface, during this ninety (90) day curing period. Once the finish has cured completely, it may be waxed with a good automotive wax, but power buffing should be avoided to prevent damage to the paint surface.

Normal paint maintenance will include but is not limited to; touchup of abrasion and wear of the paint on screws heads, around access panels, the radome, wing leading edges, vertical and horizontal stabilizer leading edges, windshield retainers and other leading edge surfaces including parts on the landing gear subject to damage or erosion from airborne particles. Proper maintenance includes keeping surfaces clean, polished, and touching up chipped or eroded areas to prevent further damage and corrosion.

Paint and graphics warranty applies only to defects in material and workmanship for a period of one (1) year from the Warranty Start Date. Deterioration of paint and graphics due to normal wear, exposure, or improper care is not covered by the warranty. If proper paint maintenance procedures have been followed and paint peeling, blistering or cracking is evident in areas other than

June 2008, Revision B

16. LIMITED WARRANTY (Continued)

immediate leading edge surfaces, warranty consideration may be requested through a Cessna Service Station.

Generally speaking, warranty repair of paint is confined to a limited surface area. Workmanship or material defects can usually be identified to localized surface areas that were improperly prepared prior to paint application, or to areas where the paint or subsurface primer has been improperly applied.

Complete strip and repaint of an entire airplane can ONLY be authorized if there is evidence of paint defects on several major surface areas of the aircraft. Contact your Cessna Field Service Engineer concerning paint defects on any major surface of an aircraft.

16.3 Teledyne Continental Motors - Platinum Engine Warranty

Each Platinum aircraft engine shipped from Teledyne Continental Motors' plant on or after August 1, 1999 is warranted as follows:

1. (a) For a period of twenty-four (24) months or until expiration of the recommended Time Between Overhaul (TBO) of the engine covered by this warranty, whichever occurs first, after the warranty activation date Teledyne Continental Motors (TCM) will at its option repair or replace on an exchange basis any engine, component or part manufactured or supplied by it which within the applicable twentyfour (24) month or TBO period is returned to a TCM representative authorized to handle the engine covered by this warranty and which upon examination is found to the satisfaction of TCM to be defective in material or workmanship. The warranty activation date is the date the engine is first operated for any use or the 180th day after TCM's invoice date, whichever occurs first.

(b) TCM will pay for reasonable labor costs associated with repairs or replacements under paragraph 1(a) under this warranty and for "troubleshooting" costs associated with identifying the need for such repairs or replacements when coordinated through an authorized TCM representative. The amount of repair and replacement labor costs allowed will be in accordance with the latest revision of the warranty labor allowance schedule, Form X30552, published by TCM. The amount of "troubleshooting" costs allowed will be the reasonable costs under the circumstances of identifying the need for such repairs or replacements, but in no event will the "troubleshooting" costs allowed exceed fifteen percent (15%) of the labor costs associated with such repairs or replacements allowed by TCM. No "troubleshooting" cost allowance will be made where the need for repairs or replacements is identified in the course of overhaul, routine maintenance or on the basis of an obvious defect.

(c) TCM will pay transportation costs in connection with the repair or replacement of any engine, component or part found to the satisfaction of TCM to be defective in material or workmanship under paragraph 1(a) of this warranty. The engine, component or part must be shipped prepaid to the repair facility designated by TCM. Transportation cost reimbursements for engines will be the actual surface freight charge or \$500.00, whichever is less. Engines must be described on the bill of lading as follows: "Internal combustion engine, other than Radial Cyl RVNX \$5.00". Transportation cost reimbursement for components or parts will be the actual surface freight charge for shipment of the component or part or the currently published UPS surface rate schedule, whichever is less.

2. (a) After the expiration of the applicable twenty-four (24) month period described above and before the expiration of an additional thirty-six (36) month period or expiration of the applicable recommended TBO for the engine covered by this warranty, whichever occurs first, TCM will, except as excluded below, at its option repair or replace on an exchange basis any component or part manufactured or supplied by it which is found to the satisfaction of TCM to be defective in material or workmanship. During this period TCM reserves the right at its option to replace the defective component or part with either a new or rebuilt engine or part. During this period TCM will not assume any responsibility for the repair or replacement of engine accessories, i.e. parts which have been purchased by TCM from a manufacturer as a complete and finished unit and included in the assembly of an engine without altering the unit, including, but not limited to Unison[®] magnetos and harnesses, Precision Airmotive Corporation[®] carburetors and fuel controls, Electrosystems[®] starters and alternators and Alliedsignal[®] and Consolidated Fuel Systems[®] turbochargers. During this period such engine accessories will be subject to such warranty coverage as may be provided by their manufacturer.

(b) In the event that TCM elects to repair in the field, rather than replace, any component or part under paragraph 2(a) of this warranty, TCM will pay labor costs for the repair of the component or part only. The amount of repair labor costs allowed will be in accordance with the latest revision of the warranty labor allowance schedule, Form X30552, published by TCM. TCM will not assume any responsibility for labor costs for the removal and/or re-installation of the engine or part, costs associated with "troubleshooting" or any other labor costs associated with repairs or replacements under paragraph 2(a) of this warranty.

(c) TCM will not assume any responsibility for transportation costs associated with repairs or replacements under paragraph 2(a) of this warranty.

3. The coverage under this warranty applicable to cylin-

16. LIMITED WARRANTY (Continued)

der assemblies and related parts shall be subject to the terms, conditions and limitations set forth in the applicable TCM TopCareSM Cylinder Warranty.

4. Repair or replacement of any engine or part under this warranty will not extend the period of warranty coverage set forth above.

5. This warranty applies only to engines in which parts manufactured or supplied by TCM or parts manufactured pursuant to an FAA Parts Manufacturer Approval have been used and nothing contained herein should be construed as a warranty by TCM of any engine or part not manufactured or supplied by TCM. TCM accepts no responsibility for the failure of any engine or part which it does not manufacture or supply or damage resulting from such damage.

6. This warranty applies only to engines which have been installed, inspected and maintained in accordance with the instructions for continued airworthiness, including compliance with all applicable service bulletins, issued by TCM, the aircraft manufacturer or any accessory or component manufacturer. Performance of recommended inspections and maintenance must be documented by appropriate logbook entries and the logbook must accompany any engine being returned for warranty consideration.

7. This warranty does not apply to any engine, component or part manufactured or supplied by TCM which (1) has been subject to misuse, neglect or accident; (2) has been installed, repaired, maintained or altered in any way that in the judgment of TCM has adversely affected the condition of the engine; (3) has been operated inconsistent with TCM and aircraft manufacturer recommendations and limitations (such as, but not limited to engine RPM, temperature, manifold pressure, fuel flow and proper system adjustment) or (4) has been changed from its original FAA certificated configuration.

8. TCM will not be responsible for repair or replacement of any engine, component or part damaged or worn as a result of corrosion, pre-ignition/detonation, operation with non-calibrated engine gauges, improper fuel system adjustment, non-TCM approved fuel and oil grades or additives or installation of parts, components or accessories that alter the engine's original type design.

9. The provisions of this warranty do not apply to normal maintenance service (such as engine tune-ups, adjustments, inspections, engine or component overhaul resulting from time between overhaul (TBO) recommendations, etc.) or to the replacement of normal service items (such as spark plugs, filters, hoses, belts, etc.).

10. TCM reserves the right to change any engine or part specifications or prices without incurring any responsibility with regard to engines or parts previously sold or replaced.

11. THIS WARRANTY IS A WARRANTY TO REPAIR OR REPLACE AND NOT A WARRANTY OF THE CONDITION OR FUTURE PERFORMANCE OF THE PRODUCTS WHICH IT COVERS. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, SPECIFICALLY, BUT WITHOUT LIMITATION, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL TCM BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY DEFECT IN ANY ENGINE OR PART, ARISING OUT OF THE FAILURE OF ANY ENGINE 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 TCM.

16.4 Hartzell Propeller Inc. - Product Warranty

As to each new and unused product manufactured by Seller and sold to Purchaser hereunder, Seller warrants such product to be free from defects in material and workmanship in normal use and service for the first **ONE THOUSAND (1000) OPERATING HOURS OF USE OR PERIOD OF ONE (1) YEAR FROM THE DATE FIRST PLACED IN SERVICE, WHICHEVER FIRST OCCURS.**

As to products or components parts thereof manufactured or supplied by others, Seller extends to Purchaser the applicable product warranty, if any, extended by such manufacturer or supplier to customers of Seller. Used and reconditioned Products are sold **AS IS** and **WITH ALL FAULTS** and without any warranties express or implied of any kind or nature.

The provisions of the warranty set forth in the preceding paragraph will not apply to any product which is used for a purpose for which it is not designed, which is altered in any way, or which is subjected to misuse, negligence, accident, or neglect, so as, in the judgment of Seller, to affect adversely the condition of value of such product. Except as expressly provided in the preceding paragraph, all guarantees, warranties, conditions, and representations, either express or implied, whether arising under any statute, common law, commercial usage, or otherwise, **INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE,** are hereby **EXCLUDED.**

Seller will have no obligation to Purchaser under this warranty unless and until Purchaser has returned the product to Seller within the time limits specified above, transportation and handling charges prepaid, and provided Seller with a written statement describing the alleged defect. Upon Purchaser's return of the product alleged to be defective, Seller will inspect the same and advise Purchaser whether or not Seller agrees that the product is defective. If Seller agrees, Seller will either repair and redeliver the original product, deliver a replacement product, or issue a credit to Purchaser.

June 2008, Revision B

16. LIMITED WARRANTY (Continued)

Seller's entire obligation under such warranty will be fully discharged by such repair, replacement, or issuance. If Seller does not agree that the product is defective or otherwise determines that the product is not covered by above warranty, then Seller will return the product to Purchaser, as is, transportation and handling charges collect.

THE WARRANTIES IN THIS CLAUSE ARE GIVEN AND ACCEPTED IN LIEU OF ANY OTHER WARRANTIES, REMEDIES, RIGHTS OR CLAIMS RESPECTING CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, INDIRECT, TORT, CONTRACT OR ANY OTHER DAMAGES, WHETHER OR NOT ARISING FROM ANY CLAUSE OR ACTION OF ANY TYPE INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING FROM SELLER'S NEGLIGENCE, ACTUAL OR IMPLIED. Purchaser shall indemnify Seller for any claims which arise in the event of the failure of Purchaser or others down the contractual chain, to limit in accordance with this clause, Seller's liability and obligations.

16.5 Garmin Avionics - Limited Warranty

Aircraft OEM-Installed Avionics 2-Year Limited Warranty Policy

This GARMIN Product is warranted to be free from defects in materials or workmanship for two years from the date of warranty activation. Within this period, GARMIN International, Inc. will at its sole option, repair or replace any components which fail in normal use. Such repairs or replacement will be made at no charge to the customer for parts or labor, provided that the customer shall be responsible for any transportation cost. This warranty does not cover failures due to abuse, misuse, accident or unauthorized alteration or repairs.

THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

IN NO EVENT SHALL GARMIN BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT OR FROM DEFECTS IN THE PRODUCT. Some states do not allow the exclusion of incidental or consequential damages, so the above limitations may not apply to you.

GARMIN retains the exclusive right to repair or replace the product or offer a full refund of the purchase price at

its sole discretion. **SUCH REMEDY SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.**

To obtain warranty service, contact your local GARMIN authorized Service Center. For assistance in locating a Service Center near you, call GARMIN Customer Service at one of the numbers shown below.

GARMIN International
1200 East 151st Street
Olathe, Kansas 66062, U.S.A.
Toll free: 1-800-800-1020
Phone: 1-913-397-8200
FAX: 1-913-397-0836

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