

# **Bilyara Maintenance and Engineering Warranty**

### **Basic Warranty Statement**

Bilyara Maintenance and Engineering, hereinafter shall be referred to as "Bilyara ME", and the purchaser referred to as "the Operator".

Bilyara ME hereby warrants that its work will be free from defects resulting from faulty workmanship. The period of this warranty is limited to twenty-four (24) months from date of issuance of the applicable Return to Service document. In the event that a Bilyara ME work is returned to Bilyara ME and, upon inspection, is determined to be defective within the terms of our warranty, Bilyara ME shall, at its option, repair or replace the defective item. In the case of components, materials or sub-contracted items, supplier warranty only applies. The use of non-FAA/CASA approved oil supplements and additives in aircraft engines shall void this warranty. Warranty will also be denied if the problem is determined to be due to operator abuse.

#### Alternative Repair Facility

In certain circumstances, where time or distance are factors, Bilyara ME may agree to repair or service work being performed by another service facility but the Operator should be clear that this will be Bilyara ME's decision. *Bilyara ME will accept no responsibility in any form for work performed by a third party without prior written approval by Bilyara ME.* 

#### New Parts Warranty

Bilyara ME procures the new parts it uses from reputable suppliers, who offer responsible support to their products. Bilyara ME agrees to pass to the Operator the full benefit of any warranties offered by its supplier and offers to process any such warranty claim on its supplier on behalf of the Operator, and without charge to the Operator. For specific suppliers' warranties, please contact our Warranty Claims Manager.

## Exchange Components and Sub-contracted Work sourced from a Third Party

While Bilyara ME performs work in-house wherever possible, there are instances where the capabilities of others must be employed, for example. As in the case of New Parts Warranty, Bilyara ME is very selective in its sources of supply and agrees to process on its supplier, any warranty claim which might arise. Copies of our suppliers' warranties are available on request and Bilyara ME will be willing to process your warranty claim.

#### **Registering a Warranty Claim**

In the event that the Operator needs to lodge a warranty claim on Bilyara ME, the very first step is to enter comprehensive details of the problem experienced on the Bilyara ME Warranty Claim form. The completed form should be submitted in the first instance to our Warranty Claims Manager, who will instruct you on how to proceed.

As advised above, Bilyara ME will not pay for costs incurred without its prior written approval. *Work performed by a facility not approved by Bilyara ME will void the balance of the warranty.* 

## Warranty Dispute Resolution

Under normal circumstances, Bilyara ME's decision on a warranty claim on its workmanship is final. However, an official dispute of this decision may be entertained under the following guidelines.

- Written advice of the Operator's dispute of Bilyara ME's decision should be forwarded to the Warranty Claims Manager in the first instance and should include any appropriate details not covered in the initial warranty claim.
- If Bilyara ME agrees to accept the dispute claim, it will advise the Operator of the names of three independent experts in the appropriate field, from which the Operator will select the arbiter of its choice.
  Both parties agree to be bound by the arbiter's decision.
- In the event that the arbiter's final decision favours the Operator's claim, Bilyara ME will pay for any additional repair costs in terms of its warranty statement and will pay for the costs of the dispute investigation, including the arbiter's costs and Bilyara ME's associated costs.
- In the event that the arbiter's final decision rejects the Operator's claim, the Operator will pay for the costs of the dispute investigation, including the arbiter's costs and Bilyara ME's associated costs.

## **Bilyara ME Contact**

For all warranty claims for consideration, please contact: Teresa O'Byrne, Spare Parts and Warranty Claims e: teresa@bilyargroup.com.au p: 02 8713 1500 m: PO Box CP353, Condell Park, NSW 2200