

## **NEW: CENTURION AIRCRAFT ENGINES AG & Co. KG**

Dear Sirs

We are pleased to inform you "at first hand" via the press report which has been released just now:

### **“Thielert“ becomes “CENTURION“**

Please find all subsequent advantages for you as our partners, and especially also for your end customers, at a glance as follows:

1. The CENTURION Aircraft Engines AG & Co. KG (CENTURION) is to be considered separately from Thielert Aircraft Engines GmbH which is under insolvency.
2. Extended warranty / warranty on defects of two years or according to the lifetime extension limit as per the enclosed conditions for end customers relating to all CENTURION engines and spare parts worldwide.
3. Relief of your legally defined warranty by direct claim of the end customers towards CENTURION.
4. Newly manufactured engines will be delivered together with a voucher – please see our attachment - for the cost-free supply of one gearbox and one clutch relating to the 300 hours exchange.
5. 600 hours intervals for clutch and gearbox will be introduced in series still in 2009.

The CENTURION Aircraft Engines AG & Co. KG takes over the responsibility of all sales-related duties with immediate effect. Its CEO is Jasper M. Wolffson.

The Sales & Service Team which is already known to you from TAE will be at your disposition also in future. Our team can be reached at [sales@centurion.aero](mailto:sales@centurion.aero) from now on.

We look forward to continuing our good and successful co-operation with you.

Best regards  
Sales & Service Department

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PRESS RELEASE

## THIELERT BECOMES CENTURION

**Lichtenstein/Saxony, April 2, 2009 – Reorganization of the insolvent aircraft engine manufacturer “Thielert Aircraft Engines GmbH” is progressing. With the newly established “CENTURION Aircraft Engines AG & Co. KG” (CENTURION) insolvency administrator Bruno M. Kübler transferred the company’s operative new business to a company that is unaffected by the insolvency proceedings. CENTURION will be responsible for global sales of CENTURION diesel engines and spare parts. This was announced today by Kübler at a press conference at the start of AERO, the international aviation trade exhibition in Friedrichshafen.**

With the establishment of the new company Kübler is responding to the growing demand in the business with replacement and reequipped engines for Diamond, Robin, Piper and Cessna airplanes in the sphere of general aviation. “CENTURION can quickly establish itself on the market without the burden of the insolvency stigma,” stressed Kübler. “At the same time, end customers will be provided with a high measure of security.”

The chairman of the board of the new company is Jasper M. Wolffson, formerly sales director at Thielert Aircraft Engines GmbH. “The establishment of CENTURION represents a crucial step toward development of our leading market position,” commented Wolffson. “When it comes to experience and technology, we continue to have a great advantage over the competition: With permits and various STCs for our CENTURION engines 1.7, 2.0 and the CENTURION 4.0 and as an independent engine manufacturer we are able to supply a broad range of customers both in the retrofit and in the OEM business. We want to develop this leading position and now take the offensive in sales as well.”

As a result of its greater weight and dimensions the AE 300 engine recently certified by Diamond is, compared with CENTURION engines, basically only suited as a drive for the DA 42 NG, a model which was specially developed for it. The more than 2,000 CENTURION engines in operation have to date completed more than 1.5 million flying hours in Diamond, Piper, Robin and Cessna machines.

An extended warranty for CENTURION end customers is also connected with establishment of the new company: It will be uniformly fixed for two years for all newly manufactured CENTURION engines and spare parts and issued directly to end customers. The warranty will apply independently of whether the end customer purchased the engine through CENTURION distributors, CENTURION service centers or airplane manufacturers. “This represents clear progress, particularly in the latter case, and also provides relief to both distributors and service centers,” said Wolffson. As was previously the case warranties will be processed via CENTURION service centers.

Furthermore, end customers who buy a newly manufactured CENTURION 2.0 engine in the future will receive a one-time free transmission and clutch after 300 hours of operation for a further 300 hours of operation in addition. To this end customers receive a coupon with their purchase which they can redeem at one of the more than 285 authorized CENTURION service centers worldwide. The offer applies both to

newly manufactured reequipped engines and to retrofits as well as for engines supplied by CENTURION in newly purchased airplanes. In this manner the economical effect of the desired extension of operation is anticipated on 600 hours. The clutches and transmissions with 600 hours operation time will presumably be on the market toward the end of the year.

A further focus of CENTURION is to make operation of CENTURION engines more economical for the customers. For this purpose the development team of THIELERT Aircraft Engines under the direction of Prof. Kappler is working in close cooperation with various institutes and universities on further development of the engines.

“With the experience of 1.5 million flying hours, continued technical development of the engines and its comprehensive certification, CENTURION has the best prerequisites for maintaining and expanding its competitive advantage,” the CENTURION chairman pointed out. “And, there is the also fact that we have a broad basis: We are capable of series delivery, have various STC for retrofits and with customers in the military sphere we have a further important field of business. In this manner we are in a position to generate the financial resources required for constant further development of the engines based on our own strength and commercial expertise.”

Insolvency administrator Kübler emphasized that the company succeeded in quickly stabilizing business operations – something that is particularly crucial with regard to the process of seeking an investor. “TAE is basically a healthy company – and TAE can even become completely healthy to the core,” stressed Kübler. However, general aviation has been hit hard by the economic crisis. In actuality all of the airplane companies have suffered a serious decline in sales. Kübler continued: “For this reason unforeseeable delays have occurred in the process to find an investor.” Nevertheless, Kübler is still conducting negotiations with several prospective investors. “Owing to the company’s solid figures we are not under pressure to make a quick sell. The goal is not the fastest possible, but the best possible sale.” This means that he will only sell TAE to a suitable investor who is willing to take the interests of the creditors, the employees and the customers into equal consideration.

#### **About CENTURION**

CENTURION is the world’s leading brand for certified, kerosene (diesel) piston aircraft engines for general aviation. CENTURION engines were the first in the world to be approved for kerosene piston engines. A global network of authorized service centers is also available to CENTURION pilots. The more than 2,000 CENTURION engines in operation have to date completed more than 1.5 million flying hours altogether.

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## Gewährleistung/Sachmangelhaftung

### Warranty/Liability for defects

The English version is a translation. In case of a dispute, the German original will govern.

- Für alle von CENTURION Aircraft Engines AG & Co.KG. (nachfolgend „CAE Centurion“) über Serienflugzeughersteller (OEM), Centurion-Distributoren und/oder Centurion Servicecenter gelieferten bzw. bereits in das gelieferte Flugzeug neu eingebauten CENTURION® Motoren, CENTURION® Motorenteile und/oder CENTURION® Kitteile (nachfolgend „Teile“) erhält der Endkunde in Erweiterung der gesetzlichen Regelungen einen direkten, über CENTURION® Servicecenter geltend zu machenden, Anspruch auf Gewährleistung/Sachmangelhaftung gegen CAE Centurion.**
- Die Gewährleistung/Sachmangelhaftung beträgt 2 Jahre, längstens jedoch bis zum Ende der für das jeweilige Teil festgeschriebenen Laufzeit. Maßgeblich ist das Ereignis, das zuerst eintritt.
- Die Frist für die Gewährleistung/Sachmangelhaftung beginnt 30 Tage ab dem Ausstellungsdatum des Stückgutscheins („Form 1“) oder ab dem Tag des erstmaligen Einbaus des CENTURION® Motors oder der Teile. Maßgeblich ist das Ereignis, das zuerst eintritt. Die Frist gilt auch für Ansprüche auf Ersatz von Mangelfolgeschäden, soweit keine Ansprüche aus unerlaubter Handlung geltend gemacht werden.
- Soweit ein von uns zu vertretender Mangel des Teiles vorliegt, sind wir nach unserer Wahl zur Mangelbeseitigung (Nachbesserung) oder Ersatzlieferung Zug um Zug gegen Rückgabe der beanstandeten Ware berechtigt. Im Fall der Mangelbeseitigung werden die von uns zu tragenden Kosten beschränkt auf die Arbeits- und Materialkosten. Die Arbeitskosten sind auf Ein- und Ausbaurkosten und der Höhe nach auf die entsprechenden Sätze der Labour-Allowance-Liste begrenzt. Sonstige Kosten tragen wir nicht, mit Ausnahme der Kosten des Rücktransportes der Kaufsache an den Erfüllungsort bzw. den Ort, an dem diese nach den ursprünglich vertraglichen Vereinbarungen zu versenden war.
- Ansprüche auf Mangelbeseitigung hat der Endkunde innerhalb von 7 Tagen nach Schadensfeststellung über ein autorisiertes CENTURION® Servicecenter bei uns geltend zu machen, anderenfalls sind alle Gewährleistungsansprüche ausgeschlossen. Maßgeblich ist der Eingang der Mängelrüge bei uns. Die Gewährleistungs-/Sachmangelhaftung ist ausgeschlossen für Mängel, mit denen der gelieferte Gegenstand nicht bereits bei Gefahrübergang behaftet war.
- Sie ist weiter insoweit ausgeschlossen, als Verschlechterungen der Ware auf natürlichem Verschleiß oder unsachgemäßer Behandlung der Ware beruhen. Dies gilt insbesondere für solche Verschlechterungen, die aufgrund unsachgemäßer Nachbesserung durch unbefugte Dritte eintreten sowie für Mängel, die auf falscher Behandlung, nicht fachgerechter Montage bzw. Einbau, Nichtbefolgung von Betriebs- und/oder Wartungsanweisungen, Verwendung von nicht der von uns vorgegebenen Originalspezifikation entsprechendem
- As an extension of the legal warranty regulations the end-customer is granted a direct entitlement to warranty / liability for defects. This extension is granted for all shipped CENTURION® engines, newly installed CENTURION® engines in already shipped aircraft, CENTURION® engine parts, and/or CENTURION® kit parts (hereinafter referred to as “parts”), delivered by CENTURION Aircraft Engines AG & Co.KG (hereinafter referred to as „CAE Centurion“) and ordered through OEM (Original Equipment Manufacturer), Centurion Distributors and/or Centurion Service Centers. The warranty / liability for defects is to be claimed exclusively through a CENTURION® Service Center.
- The warranty/liability for defects is granted for a period of two (2) years; however no longer than the fixed lifetime of the parts in question, whichever occurs first.
- The period of warranty / liability for defects begins 30 days after the date of issuance of the parts certificate („Form 1“) or with the date of the first installation of the CENTURION® engine or parts, whichever occurs first. This period is also valid for claims of compensation following consequential damages as far as no claims following unlawful act are filed.
- If we are responsible for a defect of the delivered item, we will remedy the defect or carry out a replacement delivery in exchange for the return of the deficient goods or parts thereof at our discretion. In the event of a remedy of the defects, the costs to be borne by us shall be limited to the cost of the labour and the materials. The costs of labour are limited to installing and removal costs according to the valid times given in the Labour-Allowance-List. We shall not bear any other costs, with the exception of the costs of transporting the deficient goods back to the place of performance or alternatively the place at which this had to be forwarded in accordance with the original contract terms.
- Claims have to be filed by the end-customer through an authorized Centurion Service Center within seven (7) days after the detection of the defects. Failing this, all warranty claims shall be excluded. Our receipt of the notice of defects shall be decisive in respect of this time limit. The warranty shall exclude defects to which the delivery item is not already subject at the time of the passing of the risk.
- Warranty claims and claims for damages shall be excluded to the extent that deteriorations of the delivery item are due to natural wear and tear or improper handling of the delivery item. This shall apply in particular to such deteriorations that occur due to improper modifications or repairs by an unauthorized third party, defects that are based on false handling, unworkmanlike assembly or installation, failure to follow operating and/or servicing instructions, use of consumables not corresponding to the original



Verbrauchsmaterial oder natürlichem Verschleiß beruhen. Insbesondere ist die Gewährleistung/Sachmangelhaftung also ausgeschlossen, wenn

- der Endkunde nicht in die Übereignung und Übersendung des im Rahmen der Arbeiten ausgetauschten defekten CENTURION® - Motors oder der defekten Teile durch das autorisierten CENTURION® Servicecenter an CAE Centurion einwilligt;
- die Seriennummer des CENTURION® Motors, eines seiner Bestandteile und/oder der Teile verändert oder unleserlich gemacht wurde;
- der Defekt auf eine unsachgemäße Verwendung oder Überbeanspruchung des CENTURION® Motors oder eines seiner Bestandteile zurückzuführen ist, insbesondere durch dessen Verwendung im Rahmen eines Flugwettbewerbs oder einer Flugschau;
- der Defekt durch eine Wartung, Reparatur oder Instandsetzung des CENTURION® Motors und/oder der Teile entstanden ist, die durch jemand anderen als durch ein autorisierten CENTURION® Servicecenter durchgeführt wurde;
- der Defekt dadurch entstanden ist, dass unzulässige oder unsachgemäße Veränderungen an dem CENTURION® Motor und/oder an einzelnen Teilen vorgenommen wurden, insbesondere durch den Einbau nicht zugelassener Teile;
- der Defekt dadurch entstanden ist, dass Mitteilungen (z. B. Service Bulletins) oder Vorschriften über die Verwendung, Behandlung, Wartung und Pflege des CENTURION® Motors und dessen Teile, insbesondere Vorgaben gemäß Einbau- und Betriebshandbuch, Pflege- und Wartungsanweisungen sowie Service Bulletins jeglicher Art und/oder Airworthiness Directives nicht befolgt wurden;
- der Defekt auf die Verwendung von nicht zugelassenen Schmier- und/oder Betriebsstoffen zurückzuführen sind oder
- der Defekt auf den Einfluss höherer Gewalt, auf Umwelteinflüsse oder sonstige unvorhersehbare äußere Einwirkungen, auf die TAE keinen Einfluss nehmen kann, zurückzuführen ist.

7. Im Fall eines Mangels, der auf einer fehlerhaften Montageanleitung beruht, besteht unsere Verpflichtung zur Sachmangelhaftung nur, wenn die Montage bzw. der Einbau der Sache im Übrigen fachkundig durchgeführt wurde. Die fachkundige Durchführung hat der Endkunde darzulegen und zu beweisen.
8. Für alle Rechtsbeziehungen zwischen den Parteien gilt deutsches Recht unter Ausschluss des Kollisionsrechts und des Übereinkommens der Vereinten Nationen über Verträge über den internationalen Warenkauf (CISG).
9. Gerichtsstand ist Chemnitz.
10. Sollte eine Bestimmung dieser Bedingungen und der getroffenen weiteren Vereinbarungen unwirksam sein oder werden, so wird dadurch die Gültigkeit der Bedingungen im Übrigen nicht berührt. Die unwirksame Bestimmung wird durch eine ihr im wirtschaftlichen Erfolg möglichst gleichkommende Regelung ersetzt.

**CENTURION Aircraft Engines AG & Co.KG.**

Stand: 03/2009

specification specified by us, or natural wear and tear. Warranty claims and claims for damages shall be excluded especially, if

- the end-customer does not consent to the transfer of ownership and sending of the defective CENTURION® engine or the defective parts through the authorized CENTURION® Service Center to CAE Centurion;
- the serial number of the CENTURION® 2.0 or one of its components has been altered or rendered illegible;
- the defect is the result of improper use or overstraining of the CENTURION® 2.0 or one of its components, in particular by being used in the course of a flying competition or airshow;
- the defect has been caused by maintenance, repair or overhaul of the CENTURION® engine and/or parts carried out by any person other than an authorized CENTURION® Service Center;
- the defect has been caused by making unauthorized or improper changes to the CENTURION® engine and/or to individual parts thereof, in particular by fitting parts which have not been approved;
- the defect has been caused by not observing notices (e.g. Service Bulletins) or regulations concerning the use, treatment, maintenance and care of the CENTURION® engine and its parts, in particular instructions according to the installation and operating manual and maintenance instructions as well as all types of Service Bulletins and/or Airworthiness Directives;
- the defect has been caused by usage of non-approved lubricants and operating fluids; or
- the defect is the result of *force majeure*, environmental factors or other unforeseeable external effects which TAE cannot influence.

7. If a defect is based on a deficient assembly instruction, our warranty obligation shall only exist if the assembly and the installation of the delivery item were carried out competently in all other respects. The end-customer has to demonstrate and prove that the assembly or the installation was carried out competently.
8. For all legal relations between the parties, German law shall apply to the exclusion of the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
9. The place of jurisdiction is Chemnitz, Germany.
10. Should one provision of these terms and conditions and further agreements be or become ineffective or unenforceable, this shall not affect the validity of the terms and conditions in other respects. The contracting parties are obliged to replace the ineffective provision by a provision that comes closest to it in terms of its economic result.

**CENTURION Aircraft Engines AG & Co.KG.**

Version Date: 03/2009



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 Germany

Website: [www.centurion.aero](http://www.centurion.aero)

**VOUCHER No.:**

**DATE OF ISSUE:**

For one-time free supply of

**1 ea. gearbox and 1 ea. clutch**

after 300h if their lifetime is limited to 300h  
 according to OM-02-02

Centurion 2.0 engine	S/N: 02-02-	
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**AGAINST RETURN OF THE FOLLOWING PARTS:**

Gearbox P/N:		S/N:	
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Clutch P/N:		S/N:	
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**IMPORTANT:**

This voucher is to be handed over to the aircraft owner at the time of the delivery of the aircraft/ engine.

It can be redeemed by submitting an Authorization Request via authorized Centurion Service Centers only. Replacement parts will be supplied free of charge provided that the above mentioned gearbox and clutch are returned to CENTURION Aircraft Engines in advance together with this original voucher.

Otherwise, a core deposit of 2000 € for gearbox and 500 € for clutch will be due for payment before delivery (ex works). The above mentioned gearbox and clutch are to be returned to CENTURION Aircraft Engines within 30 days after delivery. Otherwise, the full parts price will be invoiced.

In all other respects our Standard Terms and Conditions of Delivery shall apply.

**CORE RETURN/ ORDER FORM:**

<b>AR No.:</b>				<b>CENTURION SERVICE CENTER</b>
<b>A/C call sign:</b>				
<b>Gearbox S/N:</b>		<b>Total time:</b>		
<b>Clutch S/N:</b>		<b>Total time:</b>		
<b>Shipment via:</b>	<input type="checkbox"/> UPS – account no. _____ <input type="checkbox"/> FEDEX – account no. _____ <input type="checkbox"/> DHL – account no. _____ <input type="checkbox"/> express delivery <input type="checkbox"/> standard delivery			Company stamp, signature, date