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# Certificate of Airworthiness Ineffective When Noncompliance with FAR is Present

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In *Munich v. Columbia Basin Helicopter, Inc.*, the U.S. District Court for the District of Oregon found that a contract term requiring delivery of an airworthiness certificate by the seller may be breached even when a certificate is provided at the time of delivery. When the buyer here reviewed logbooks after its purchase, it found gaps in the record suggesting a failure to comply with Airworthiness Directives that applied to the aircraft engine. On these facts, the court ruled that the seller's noncompliance with Federal Aviation Regulations rendered the airworthiness certificate invalid and supported a claim for breach of the contract requirement of a valid certificate of airworthiness. The court also rejected the seller's suggestion that the buyer's failure before delivery to investigate the truth of the logbook certifications precluded recovery, ruling that a party to whom an express warranty has been made is entitled to rely on that warranty without further investigation.

This post was drafted by [Gardiner Davis](#), a partner in the Kansas City office of Spencer Fane. For more information, visit [spencerfane.com](http://spencerfane.com).

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