

# Remanufacturer's Limited Warranty

## Limited Warranty

The Remanufacturer issues this Limited Warranty to the original purchaser/owner of the vehicle in which the engine, transmission or component is installed. The Remanufacturer warrants the remanufactured engine, transmission or component part, which was purchased and is described in this warranty to be free from defects in materials or workmanship if properly installed and maintained during the specified warranty period. If the remanufactured engine, transmission or component fails due to a defect in materials or workmanship during the specified warranty period, the Remanufacturer will repair, replace or refund, at the discretion of the Remanufacturer the engine, transmission or component in question.

### Engines and Transmissions -Whichever shall occur first:

- 36 Months/100,000 Miles: Passenger Cars, Police Cars and Light Trucks up to 1 ton except motor homes\* and special use vehicles\* listed below. This warranty covers parts and labor as described in Remanufacturer's Limited Warranty for a period of 36 Months/100,000 Miles.
- 24 Months/24,000 Miles: Trucks over 1 ton and over except motor homes\* and special use vehicles\* listed below. This warranty covers parts and labor as described in Remanufacturer's Limited Warranty.
- 12 Months/12,000 Miles: All Taxi cabs. Ford Mustang Cobra, GT, Ford F-150 Lightning and Harley Davidson Pickups, All vehicles Equipped With OEM Supercharger. This warranty covers parts and labor as described in Remanufacturer's Limited Warranty.
- 3 Months: Stationary, agricultural and industrial. This warranty covers parts and labor as described in Remanufacturer's Limited Warranty.
- 18 Months: Marine Applications. This warranty covers parts and labor as described in Remanufacturer's Limited Warranty. \$750.00 Labor cap
  - Motor Homes: Class B and C: These being built on Dodge, or General Motors "cutaway chassis" or van chassis will be warranted under the standard warranty. Coverage excludes labor for removal and replacement of accessories not specific to the original manufacturer's chassis
  - ½ ton thru ¾ ton for standard 3 year 100,00 miles  
1 ton for standard 2 year 24,000 miles
  - Class A: These being "purpose built" chassis or truck chassis in excess of 11,000 lb GVW will carry a parts only 6 month 12,000 mile warranty.

This warranty is subject to the standards described in the Remanufacturer's Limited Warranty.

\* ALL TRUCK AND VAN CHASSIS EMERGENCY SERVICE VEHICLES AND RAILROAD VEHICLES WITH HIGH RAIL EQUIPMENT ARE EXCLUDED FROM THIS WARRANTY

## Limited Warranty Disclaimer And Exclusion To Coverage.

Limited Warranty Excludes:

- 1) Not registered with Remanufactured Warranty Registration Department within 30 days of installation.
- 2) Installed in vehicles or marine applications used for racing, off-road use, or containing high performance modifications, aftermarket superchargers, emergency service vehicles, railroad vehicles with high rail equipment.
- 3) This warranty does not cover damage or failure arising directly or indirectly from improper installation (not in accordance with the original equipment manufacturer's specifications) or related vehicle problems,

misuse, maintenance, neglect, abuse, overheating, detonation, vandalism, abnormal operation, environmental conditions, lack of lubrication at start up, accident or any damage which was apparent and not reported at the time of delivery.

- 4) Not serviced at proper intervals, use of fuel/oil/coolant not in accordance with original manufacturers specifications.
- 5) Installed using an oil pump other than the one supplied with the engine.
- 6) Installed using a different valve body or converter other than the one supplied with the transmission.
- 7) Installed in an application set up for propane or any alternative fuels using a standard gasoline production engine or component.
- 8) Compensation for inconvenience or loss of vehicle use.
- 9) Expenses incurred in securing replacement vehicles, rentals, lodging, towing, roadside assistance, vehicle storage, loss of time, loss of income, commercial loss, long distance telephone calls, legal fees, or other consequential cost or damages.
- 10) Any extensions to Limited Warranty beyond the described period from the date or mileage of the original installation of engine or component due to repairs or replacements.
- 11) Repairs or replacements otherwise covered if performed without prior authorization from the Remanufacturer, failure to return defective engine, transmission, component or repair parts, failure to supply proper paperwork and documentation.\*
- 12) Parts and labor costs that exceed allowed limits.\* Parts and labor costs due to misdiagnosis of failure.
- 13) Any gaskets, gasket sets or component parts, unless installed on engine or component at time of remanufacture.
- 14) Any cost incurred for replacement of any parts not related to remanufactured engine, transmission or component failure. (i.e. ignition components, fuel system components, sensors, cooling system components or other maintenance related components).
- 15) Any and all failures occurring outside of the contiguous States of the United States of America
- 16) Labor incurred removing or replacing accessories not specific to the original chassis manufacturer on all class B and C motor homes.

\* SEE LIMITED WARRANTY CLAIMS PROCESSING AND PAYMENT POLICY.

General Limitations:

- 1) You must be able to provide an original receipt in your name for the warranty claim to be considered.
- 2) Any repairs not authorized by remanufacturer will void the warranty.
- 3) We reserve the right to have the part inspected to insure that all pertinent provisions of this warranty have been met prior to any replacement, repair, or refund.

THIS WARRANTY IS NULL AND VOID IF:

Failures are caused by non-covered components, improper installation, failure to repair any subsystem failure, failure due to component or part not installed on the unit when manufacture, usage for which the part was not intended and/or improper maintenance (e.g. using the incorrect types and levels of fluids and lubricants as specified by the vehicle manufacturer). Product is installed in an application for which the vehicle manufacturer did not intend. Failure is caused by towing a trailer or other vehicle unless your vehicle is equipped for this purpose as recommended by the vehicle manufacturer. Product is installed or

operated outside of the United States or Canada. Failure is caused by or related to a collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, freezing, flood or any other Act of God... Failure is caused by neglect, abuse, misuse, racing (whether on road or off-road), or modifications. There is evidence that the vehicle was continually operated after a failure occurred. The engine heat tabs are missing, tampered with, melted, misplaced, or otherwise not as originally installed. This part may have accessories that are attached, and must be switched or removed to accommodate proper installation, which is the responsibility of the installer. Such accessories are not covered by this warranty. This limited warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Remanufacturer does not authorize any person to create for it any obligation or liability in connection with this warranty. In the case of engines this warranty is limited to defects to the, block, heads, pistons, crankshaft, camshafts, valves, rockers, connecting rods and other internal lubricated parts. All other parts that may be provided are considered "accessories and extra parts". No warranty is provided for any such parts that are attached, including, but not limited to these parts such as solenoids, injectors, switches, sensors, water pumps or manifolds. There are no warranties on overheated, burned, or overloaded parts. Engines, Transmissions, and Transfer Cases all require that all installation and ongoing maintenance procedures be followed. Engines are sold as a long block assembly only, which includes just the short block and cylinder head(s). Any other parts that are included are not warranted. Any claim on a defective or incorrect part must be made within the warranty period. The part must be returned to the manufacture for verification that it is the same part they sent and is indeed defective. Upon its return, the part must be in the same condition as when sold. It is agreed that the sole determiner of condition for return is the manufacture. No refund or exchange can be made until manufacturer has verified the part condition. There are NO returns on altered, disassembled, overheated parts or parts that fail due to failure to lubricate properly.

#### **Jurisdiction, Venue, and Arbitration:**

Disputes and controversies of every kind and nature between Remanufacturer and Purchaser, arising out of or relating to this agreement, transaction or purchase, shall be settled by mandatory binding arbitration in Carrollton, Dallas County, Texas, in accordance with Texas arbitration law. The arbitrator shall be an arbitrator mutually agreeable to the parties, or if the parties cannot agree, an arbitrator appointed by the Court. Jurisdiction and venue for any and all disputes and controversies between the parties shall be in Carrollton, Dallas County, Texas, and decided in accordance with the Texas law. The prevailing party in any arbitration proceeding or Court matter shall be entitled to reimbursement for reasonable attorney's fees and costs, defined to include fees paid to arbitrators and expert witnesses.

#### **Limited Warranty Claims Filing Procedure**

Approval for repairs or replacements of remanufactured engines, transmissions or components must be obtained from the customer service department prior to any work being performed. Any repairs or replacements performed without prior approval will not be covered.

When calling the customer service department please have the following information:

- 1) Serial number of the engine or transmission.
- 2) Part number of engine, transmission or component.
- 3) Date and mileage at the time of installation.
- 4) Current mileage.
- 5) Make, model, year, vehicle identification number and license plate number.
- 6) Description of problem that you are having with the remanufactured engine or component

Diagnostic time will only be covered if instructed by customer service department.

Remanufactured engines, transmissions, components or parts found to be defective must be returned to Remanufacturer for failure analysis or claim will be denied.

Any remanufactured engines, transmissions or components or repair parts must be submitted with appropriate paperwork and authorization number to insure payment.

Paperwork and information required:

- 1) Original sales ticket and repair order.
- 2) Current sales ticket and repair order.
- 3) Sales tickets for any parts purchased to complete repairs or replacements.
- 4) All service and maintenance records.

5) Warranty Authorization number.

Please retain a copy of the paperwork and authorization for future reference.

CLAIMS NOT SUBMITTED WITHIN 30 DAYS OF LAST ACTION WILL BE VOID.

### **LABOR RATES:**

Over the counter sales-Installed by Independent Repair Shops and Fleets:

Current Motor or All Data customer pay time. Not to exceed \$50.00 per flat rate hour. \*  
Fluids (oil, antifreeze) are capped at \$45.00 and are covered for the initial 1000 miles. In service repair, parts are covered at cost. Receipt for parts purchased must be supplied for coverage.

Over the counter sales-Installed by Vehicle Owner: Current Motor or All Data customer pay time. To be paid at \$25.00 per flat rate hour, not to exceed \$300.00. \*

Marine Sales: Parts and Labor not to exceed \$750.00 Total Charges.

**\* All parts and labor payments subject to approval upon inspection of the remanufactured engine, transmission, component, or parts by Remanufacturer**