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[www.michiganmotorz.com](http://www.michiganmotorz.com)

## Michigan Motorz New Engine Limited Warranty

*Acceptance Of Warranty Terms.* You, by the purchase of a product from Michigan Motorz, LLC ("Michigan Motorz") that is covered by Michigan Motorz New Engine Limited Warranty Agreement ("Agreement"), denote your acceptance of the terms of conditions of this Agreement. The terms "You" or "Purchaser" means you the original purchaser of the product, your agents, beneficiaries, or heirs.

We warrant each new Michigan Motorz marine engine and accessories attached thereto (hereinafter collectively referred to as "product") manufactured by us to be free from defects in material and workmanship. Product models that have a compression ratio over 9.4:1 are not covered under this limited warranty. This warranty shall remain in effect for a period of **ONE (1) YEAR** from the date of shipment to you from Michigan Motorz or the date of pick-up by customer, whichever occurs first.

### What is Covered by Warranty

Our obligation under this warranty shall be limited to repairing a defective part or, at our option, replacing such part or parts as shall be necessary to remedy any malfunction resulting from defects in material or workmanship as covered by this warranty. Replacement parts provided may be in new, remanufactured or used condition, at our discretion. Any repair or replacement will be covered under warranty for **NINETY (90) DAYS** or the remainder of the original warranty period, whichever is longer. We reserve the right to change or improve the design of any product without assuming any obligations to modify any product previously manufactured. All repairs or replacements **MUST** be approved in advance by Michigan Motorz in order for the repair or replacement to be covered under this Agreement.

**Engine Replacement** – Should Michigan Motorz determine that your engine needs to be replaced, Labor will be paid according to flat rate time at your current shop labor rate not exceeding \$65.00 an hour. Maximum labor time for marine engine replacement is 15 hours or \$850.00, whichever is less.

### What is Not Covered by Warranty

Since this warranty applies to defects in material and workmanship, it does not apply to:

- Shop supplies used in performing warranty work (i.e. rags, sealants, lubricants, etc.)
- Incidental and consequential damages (storage charges, telephone or rental charges of any type, inconvenience or loss of time or income).
- Minor adjustments and tune-ups; including checking, cleaning or adjusting spark plugs, carburetor setting, filters, belts, controls and checking lubrication.
- Use of accessories or parts not manufactured or sold by Michigan Motorz.

- Failure caused by neglect, lack of maintenance, accident, abnormal operation, improper installation, improper preparation, improper winterization, improper dealer set-up or improper service or normal wear and tear.
- Failure of the installer to run-test the engine prior to installation and all costs and charges associated with removal, repair, or reinstallation of any such engine that was installed without first being run tested.
- Haul-out, launch, towing charges, removal and /or replacement of boat partitions or material because of boat design for necessary access to the Product. Reasonable access must be provided to the product for warranty service.
- Transportation charges and/or travel time.
- Service requested by customer other than that necessary to satisfy the warranty obligation.
- Oils, lubricants or fluids used in normal maintenance.
- Participation in or preparing for racing or other competitive activity.
- Any action that will change the intended use of the product or that will affect the product's operation
- Alteration or removal of parts or accessories.
- Starter motors and/or armatures or field coil assembly, which have been damaged from excessive cranking, condensation, or submersion.
- Water entering the engine via the intake or exhaust system or submersion.
- Use of fuels and lubricants that are not suitable for use with or on the product.
- Failure of any parts caused by lack of cooling water which results from starting motor out of water or foreign materials blocking intake passages.
- Air freight, next-day or second-day air, or any special delivery fees, unless authorized by Michigan Motorz prior to ordering of parts.
- Certain parts may be tested on receipt by Michigan Motorz. Parts found to be free of defects will be returned to the dealer and no credit will be issued. If the part has already been credited, the dealer account will be debited.

### **WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY**

**EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, MICHIGAN MOTORZ DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TOTAL LIABILITY, IF ANY, OF MICHIGAN MOTORZ AND THAT OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES TO PURCHASER FOR DAMAGES WITH RESPECT TO THIS AGREEMENT AND THE ENGINE OR PARTS SOLD TO YOU SHALL NOT EXCEED THE PURCHASE PRICE RECEIVED FOR PRODUCTS OR SERVICES RENDERED. IN NO EVENT SHALL MICHIGAN MOTORZ, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AND EMPLOYEES HAVE ANY LIABILITY FOR PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUES. THE LIMITATIONS AND EXCLUSIONS IN THIS PARAGRAPH SHALL APPLY TO ALL CLAIMS OF EVERY NATURE, KIND AND DESCRIPTION, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, OR OTHERWISE. DAMAGES AS LIMITED BY THIS PARAGRAPH IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT THAT ANY OTHER REMEDY PROVIDED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.**

Michigan Motorz's obligation under this warranty is strictly and exclusively limited to the repair and replacement of defective parts, and Michigan Motorz does not assume or authorize anyone to assume from them any other obligation. There are no warranties which extend beyond the description hereof.

*Note:* In the event that a warranty claim is required outside the continental United States with the exception of Alaska and Hawaii, there may be additional charges not covered under warranty based on local practices and conditions, such as but not limited to freight, insurance, taxes, license fees, import duties and any and all other financial charges, including those levied by governments, states, territories, and their respective agencies which will be the responsibility of the purchaser.

#### **How Do You Get Service?**

In order to be eligible for service under this warranty you MUST fill out and return the warranty registration card and checklist attached below within 30 days of the engine being shipped to you in order for you to be eligible for service coverage under this Warranty.

#### **Warranty Claim Procedure**

A claim shall be made under this warranty by contacting Michigan Motorz for a Return Material Authorization (RMA) number. Once you have received the RMA, you are to deliver the product for inspection to Michigan Motorz or authorized Michigan Motorz Dealers authorized to service the product. Michigan Motorz shall then arrange for the inspection and repair, provided such service is covered under this warranty. Michigan Motorz in its sole discretion may determine if the claimed fault or repair requested is covered by this warranty. You are responsible for properly packaging your product, paying all shipping costs, loss or damage to the product during shipping, and any other taxes, fees or charges associated with transporting the product to Michigan Motorz. Further, if the service is not covered by this warranty, purchaser shall pay for all related labor and material. Any product or parts shipped by purchase for inspection or repair must be shipped with the transportation charges prepaid to Michigan Motorz.

If you require a new part immediately and cannot wait for the product to be inspected by Michigan Motorz, You agree to pay a deposit equal to the value of the replacement part(s) shipped to you to be held until the claimed defective part(s) can be inspected by Michigan Motorz. You agree that this deposit will be applied in full to pay for the cost of the new part should Michigan Motorz examine the returned part and determine, in its sole discretion, that it is not defective.

The owner's bill of sale with the date of purchase is the only valid registration identification and must be presented at the time warranty service is required.

### **Additional Terms and Conditions**

*DISPUTE RESOLUTION.* You agree that any Dispute between You and Michigan Motorz will be resolved exclusively and finally by arbitration administered by the American Arbitration Association (AAA) and conducted under its rules, except as otherwise provided below. The arbitration will be conducted before one arbitrator in accordance with the Federal Arbitration Act 9 USC 1 et seq, and will be limited solely to the Dispute between You and Michigan Motorz. All statute of limitations that would otherwise be applicable in a judicial action brought by a party will apply to the arbitration. In the arbitration, the parties agree that the law for the State of Michigan shall apply. The arbitration shall be in Troy, Michigan. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than AAA, the arbitrator will award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. You understand that You would have had a right to litigate disputes through a court, and that You have expressly and knowingly waived that right and agreed to resolve any Disputes through binding arbitration. For the purposes of this section, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof, or (ii) the purchase or use of any product, accessory, service or otherwise from Michigan Motorz. Information may be obtained from the AAA on line at <http://www.adr.org/>, by calling 1-800-778-7879 or writing to 1633 Broadway, 10th Floor New York, New York 10019.

*Choice of Law and Venue.* This Agreement is governed by the laws of the State of Michigan, without giving effect to conflicts of law rules. You agree that if any dispute is found not to be subject to the Dispute Resolution clause, that the sole venue will be that of the court with the appropriate jurisdiction in Oakland County, Michigan and you agree that you are subject to and agree to submit to the personal jurisdiction of the appropriate court in Oakland County, Michigan.

*Transferability.* This warranty covers the original purchaser only and is non-transferable. You may not assign, delegate, or transfer this warranty.

*Severability.* If any provision, paragraph or subparagraph of this Agreement is adjudicated by any Court to be void and unenforceable in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Agreement, including any other provision, paragraph or subparagraph. Each provision, paragraph or subparagraph of the Agreement is declared to be separable from each other provision, paragraph or subparagraph and constitutes a separate, distinct covenant.

*Modification and Waiver.* No waiver or modification of the Agreement shall be valid unless it is in writing and signed by Michigan Motorz. Furthermore, any waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

*Third Party Beneficiaries.* This Agreement will not confer any rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

*Titles.* Titles and headings to articles, sections, or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to effect the interpretation or construction of the agreement.

*Entire Agreement.* This Agreement contains the entire understanding of the parties involved and supersedes all previous oral and written agreements with regard to subject hereof.



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## Michigan Motorz New Engine Warranty Information

The warranty will be activated when Michigan Motorz receives a copy of the warranty registration card either by mail, e-mail, or fax.

**PLEASE NOTE!**

**WARRANTY IS NOT ACTIVATED UNTIL ENGINE REGISTRATION IS RECEIVED.**

Record information & keep for your records!  
Please fax/e-mail us a copy of this sheet for our records.

Michigan Motorz Invoice Number:  
\_\_\_\_\_

Engine Part Number:  
\_\_\_\_\_

Engine Serial Number:  
\_\_\_\_\_

Cubic Inch / Liter:  
\_\_\_\_\_ / \_\_\_\_\_ L

Date Installed:  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Installer:  
\_\_\_\_\_