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Michigan Motorz Remanufactured Engine Limited Warranty

WARRANTY TERMS:

Acceptance Of Warranty Terms. You, by the purchase of a product from Michigan Motorz, LLC ("Michigan Motorz") that is covered by the Michigan Motorz Remanufactured 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.

Michigan Motorz warrants its Remanufactured Engine to the original purchaser to be free of defective parts and workmanship for the time shown below. This warranty begins on the date of original retail delivery or shipment from Michigan Motorz, whichever occurs first. Repairs or replacements under warranty will not extend the warranty coverage. No benefits or remedies are available under this limited warranty while the invoice for the unit or related services remains outstanding. This warranty is Non-Transferable. If any part of a remanufactured engine assembly fails in normal use because of defective parts or workmanship performed by the manufacturer and is returned to us, then it will be repaired or the assembly replaced. The alleged defective part of the assembly **MUST** be returned to the manufacturer, at your cost (properly supported by filled out claim forms and receipts), for inspection and credit consideration in order for the Replacement coverage to be applicable, as specified below.

ALL WARRANTY REPLACEMENTS AND FIELD REPAIRS MUST BE PRE-APPROVED. A REFERENCE NUMBER MUST BE OBTAINED BEFORE ANY SERVICE IS PERFORMED.

Marine Long Block. . . . 12 Months/Unlimited Hours for pleasure craft use.

REPLACEMENT - Labor will be paid according to flat rate time at your current shop labor rate not exceeding \$65.00 an hour. Maximum labor for marine engine replacement is 15 hours or \$750.00, whichever is less.

FIELD REPAIRS - Parts supported by the manufacturer or by customer at cost. Labor will be paid according to flat rate time at your current shop labor rate not exceeding \$65.00 an hour. Maximum time/labor allowance for field repairs shall not exceed replacement time/labor amount.

WARRANTY ONLY COVERS DEFECTIVE MATERIAL INSTALLED BY THE MANUFACTURER OR DEFECTIVE LABOR PERFORMED BY THE MANUFACTURER.

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 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.

This warranty is the only warranty made by the manufacturer or the seller applicable to its engines. This written warranty is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, verbal or written, and all other communications between the parties regarding any warranty. No installer, distributor, or any employee or agent is authorized to state or imply any additional warranties, nor to assume any of its products unless made in writing and signed by an official of the manufacturer.

In no case shall the manufacturer of the seller be liable for any special incidental or consequential damage (including without limitation, loss of profits, loss of revenue, cost of capital, cost of substitute equipment, down time, claims of third parties and injuries to person or property) based upon breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory.

LIMITED WARRANTY ADJUSTMENT PROCEDURES AND OTHER LIMITATIONS

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 Claims Procedure

You must contact Michigan Motorz before proceeding with any warranty work. Have the following information ready when calling:

- Stock number and serial number of engine from data tag attached to engine
- Date of installation
- Nature of problem or defect

Michigan Motorz will then issue you a Return Material Authorization (RMA) number. Once you have received the RMA, you are to deliver the product for inspection to Michigan Motorz or an authorized Michigan Motorz Dealer authorized to service the product. A warranty claim form will be supplied and must be completed and returned with the customer's Repair Order, with defective engine or parts.

Michigan Motorz shall then arrange for the inspection and repair, provided such service is covered under this warranty. Michigan Motorz will advise if repair is minor and can be made by installer. 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.

INSTALLERS RESPONSIBILITY

Please make sure the following is adhered to:

1. Explain warranty coverage and service procedures to the owner and assure owner's manual is given to boat owner
2. See that the Certificate of Installation card is complete and mailed.
3. Diagnose all complaints to determine the cause. If cause is not due to material or labor furnished by the manufacturer, request for credit should not be submitted.
4. The installer must run-test the engine prior to installation. Michigan Motorz will not be responsible for any costs and/or charges associated with removal, repair, or reinstallation of any such engine that was installed without first being run tested.

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MANUFACTURER OR DEFECTIVE LABOR PERFORMED BY THE MANUFACTURER.**

OWNER'S RESPONSIBILITY

You've made an excellent choice in purchasing a Michigan Motorz Remanufactured Engine. To insure long engine life and trouble-free performance, it should be properly maintained. This includes, but is not limited to:

1. Oil and filter change after initial 10 hours. Then, regular oil and filter changes every 50 hours or once a season, whichever occurs first.
2. Regular check of all fluid levels throughout the engine. Engine oil must be at a safe level regardless of engine condition. Damage caused by running the engine without adequate oil in the crankcase is not covered under this warranty.
3. Tune-up, belt, filter and hose replacement at necessary intervals or whenever substandard performance is experienced.
4. Cooling system must operate at normal temperature. Thermostat, water pump, leaks and corrosion are the responsibility of the boat owner. Freezing or low coolant level damage is not covered under this warranty.

We recommend you keep all engine installation and service records with the owner's manual. You may be required to provide proof of maintenance records in the event a customer service/warranty situation arises.

There are many things that can cause an engine to fail over which the manufacturer has not control, and are not covered by the manufacturer's service warranty. Some of, but not all of the reasons are as follows:

1. **Holes burned in pistons** caused by detonation. Be sure engine is installed and tuned properly.
2. **Excessive operating temperatures.** Excessive temperature can be injurious to engine life. There are many causes for excessive engine temperature over which the manufacturer has no control.
3. **Improper or lack of lubricant.**
4. **Water intrusion** from any source outside of manufacturer defect.

WHAT IS NOT COVERED

1. **Fluids**
Warranty repairs or replacements occurring in the first 30 days of engine service will include a maximum fluid and filter allowance of \$25.00. After that time, fluids are not covered under warranty.

2. **Damage Due to Alterations, Misuse, or Accidents**
Repairs required as a result of fire, accidents, abuse, freezing, negligence or objects striking the engine, or misuse of the engine such as overloading racing, etc.

Improper adjustments, modifications, tampering disconnection, alteration (changing or adding to the engine), adjustments to components not complying with the Manufacturer's specifications, improper propeller selection, or operator error.

Subjecting engine to operations causing greater than normal wear, or used for any purposes for which it was not originally designed, or to engine failures due to improper installations by a party other than the manufacturer or improper units or parts on engine that were not supplied by the manufacturer and any other causes as herein specified.

3. **Damage From the Environment**
Hail, windstorms, lightning, floods, freezing, and other Acts of God.

4. **Damage Due to Improper Maintenance**
Repairs required due to lack of or improper maintenance or failure to use recommended fuel, oil, and lubricants, or engine operated on any fuel other than gasoline, or water contamination from an outside source.

5. **Routine Maintenance Expenses**
Routine regularly required maintenance such as lubrication and changing filters, engine tune-up and replacing belt, hoses, exhaust manifolds, or any other normal maintenance service all boats require.

6. **Extra Expenses**
This warranty does not cover incidental or consequential damages such as loss of use of the boat due to engine failure, towing charges, lift charges, storage or dock charges, rental or other substitute transportations, loss of time, inconvenience, expense for gasoline, telephone or fax charges, travel or lodging, loss or damage to personal property, commercial loss, loss of revenue or other matters not specifically included. Some states do not allow the exclusion or limitation on how long an implied warranty lasts, so the above limitation or exclusions may not apply to you.

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 Remanufactured 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:

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