

Automotive Engine Warranty



THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

COMPLETE ASSEMBLY/LONG BLOCK

PASSENGER CARS: (includes vans and pickup trucks up to 3/4 ton, for personal use) are warranted for a period of 36 months/unlimited mileage.

TRUCKS: (includes vans and pickups in commercial use) are warranted for a period of 36 months or 75,000 miles, whichever occurs first.

EMERGENCY VEHICLES AND MOTOR HOMES: 30 days or 3,000 miles, whichever comes first.

PERFORMANCE ENGINES: Engines up to 500 HP are warranted for a period of 12 months. Engines 500 HP or more carry a startup warranty only. In no event should the total amount of labor cost exceed \$450.00 for repair or replacement of a performance engine.

NEW AND FACTORY SURPLUS are warranted for 36 months unlimited mileage for passenger car and trucks up to 3/4 ton. Over 3/4 ton 36 months/75,000 miles.

INDUSTRIAL, STATIONARY OR OFF ROAD APPLICATIONS: (Complete and Short-Blocks) are warranted for a period of 30 days, if used for purposes intended by the original manufacturer.

RACE AND/OR HOT ROD APPLICATIONS are excluded from any and all warranty coverage regardless of cause.

(A) Warranty service is available by calling 1-800-811-9328 Monday through Friday during the hours of 7:00 AM to 5:00 PM Central Standard Time. No repair of the product will be covered by this warranty without the specific prior knowledge and consent of Eagle Engine.

Return of defect shall be made to Eagle within (30) days of discovery and prior to the expiration of the warranty.

(B) Eagle will, at its option, repair, replace or refund any Eagle remanufactured product which is determined to be defective in material or workmanship, upon receipt of product, via pre-paid shipment to: Eagle Engine Sales, Inc.

(C) Eagle's liability under this limited warranty, for the cost of labor for removal and reinstallation of any engine which is found to be defective in material or workmanship and which is repaired or replaced is limited to the labor expense determined from Hours at flat rate listed in Chilton's Labor Guide at a pre-approved rate of \$50.00 per hour for new and factory surplus engines, and up to \$75.00 per hour on remanufactured engines. Eagle's liability for parts-replacement is limited to only jobber cost of parts (i.e. gasket kit, oil pump, etc.) Short block installation labor allowance is not to exceed \$220.00. Cylinder head assemblies and crankshaft kits are parts replacement only (no labor allowance). Prior approval by Eagle for all such cost of labor for removal and reinstallation is required.

(D) This warranty is also expressly in lieu of all other obligations or liability, including liability for indirect incidental, consequential or special damages or any other economic loss with respect to the sale or use of the items warranted. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or exclusions may not apply to you.

(E) This warranty does not apply to normal maintenance or adjustments, normal wear due to working conditions, failure of associated parts, components and assemblies not included in the sale of the product, products which have been damaged by improper installation, accident, misuse, or neglect or which have been repaired or altered by someone other than Eagle Engine or its authorized representative, or to products used outside specified application including marine, stationary uses, propane conversion, or to products which are not operated in accordance with the printed instructions of seller or which have been operated beyond the rated capacity of the product; or to products damaged by overheating and/or improper lubrication.

(F) This warranty is as fully integrated document consisting of the entire scope of the warranty to original purchaser and no agent, employee or representative of seller has any authority to bind seller to any affirmation, representation or warranty is specifically included within this document. There shall be no oral modifications to this warranty and any legal rights, and you may also have other rights which may vary from state to state.

WHAT IS NOT COVERED

- (1) Towing charges, fluids, refrigerant, gas, filters, lay up time, lodging, car or truck rental or any other substitute transportation, telephone or telegraph charges, travel, damage to personal property, commercial loss, normal diagnostic time, or loss of revenue or other matters not specifically included.
- (2) Engines or internal parts that were improperly installed, damaged due to alterations, misuse, neglect, abuse or accidents, damage from the environment, or damage caused by improper maintenance.
- (3) Routine regularly required maintenance such as lubrication, changing filters, engine tune up, belts and hoses, any type of fluids or any other normal maintenance service all vehicles require.
- (4) Melted or broken pistons due to detonation or preignition, cracked blocks or heads due to overheating, damage caused by foreign objects dropped or drawn into cylinders or crankcase.
- (5) Any engine which has been improperly installed or fails because of defects or inefficiency of parts or units not furnished with the engine (carburetors, air filter, fuel pump, brake booster, etc.). Any engine operated under conditions causing greater than normal wear; or used for purposes for which it was not originally designed (such as stationary power units, race car, etc.).
- (6) Any engine installed in vehicle for which engine was not specified by engine re-manufacturer as original equipment option (such as passenger vehicle engine installed in truck or RV). Engines which operate on propane or any fuel other than gasoline.
- (7) Gaskets not installed by the remanufactures are the responsibility of the installer and are not covered under this warranty.
- (8) Engines shipped out of the continental United States.

- (9) Eagle Engine assumes no liability for parts and/or labor after a warranty claim has been denied for any reason. Therefore, it is critical that all Eagle procedures are followed and proper field diagnosis is performed to insure future warranty coverage of replacement engines or parts.
- (10) All engine blocks and cylinder heads have a HEAT TAB attached to them. A heat tab is a metal disk with a special center material that is designed to melt, distort, or dimple if the engine exceeds a safe operating temperature. THE WARRANTY IS VOID IF THE HEAT TAB IS MISSING, MELTED, DISTORTED OR DIMPLED IN ANYWAY.
- (11) All vehicles equipped with an Engine Oil Cooler MUST be replaced at the time of engine installation. Failure to replace the Engine Oil Cooler will void warranty in cases of contamination or lack of lubrication. (Installer must provide proof of replacement at time of installation •flushing of oil cooler is not acceptable.)
- (12) Any alleged warranty engine that has been in service for a period of 12 months or longer may be subject to a factory inspection prior to replacement.

ADDITIONAL LIMITATIONS AND PURCHASER'S OBLIGATIONS:

- (a) The engine must be installed by an N.I.A.S.E. certified technician or equivalent.
- (b) The oil and filter must be changed after the first 500 miles of service, and at recommended intervals thereafter.
- (c) Recommended installation procedures must be followed and recommended parts associated with the installation must be replaced to validate warranty.
- (d) This Limited Warranty is void on engine assemblies if the Warranty Registration Card is not completed and mailed to re-manufacturer within ten (10) days of installation. Warranty coverage begins at date of original purchase.
- (e) The warranty applies to the original purchaser only, and may not be transferred.
- (f) Labor allowances are determined from the hours listed in the Chilton Labor Guide and Parts Manual and are compensated for at a rate of \$50.00 per hour at flat rate. The maximum labor allowance to remove and replace an engine in motor home shall not exceed \$420.00. This includes motor home applications. You must call 1-800-811-9328 to exercise this coverage.

REMANUFACTURER'S RESPONSIBILITIES AND LIABILITY:

The liability of remanufacture under this warrant is limited solely to the repair or replacement of defective parts or workmanship, except as otherwise may be provided by applicable state law, re-manufacturer shall not be liable for any incidental, special, consequential or exemplary damages, of for any service not expressly provided for herein, relating to or arising from failure of the engine or its internal parts.

PURCHASER'S RESPONSIBILITIES IN THE EVENT OF ANY ENGINE PROBLEM WITHIN THE WARRANTY PERIOD:

(a) **WHO TO CONTACT:** Contact the seller of the engine. The seller is the administrator of the warranty and will contact the re-manufacturer. You will be referred back to your installer or to a repair facility, (The seller is the business from which the engine was purchased.)

If you are in another town or state, likewise contact the seller. You will be directed to unproved repair facility near you.

(b) **PRIOR APPROVAL:** All warranty repairs, including any replacement parts or labor charges, must have prior approval of re-manufacturer. It is the seller's responsibility to contact remanufacture in event of a warranty problem. Your failure to contact the seller to obtain prior approval for any warranty repair will void the owner's warranty.

(c) **RETURN OF PARTS:** Claims for repair work must be substantiated with the defective parts and work order. Upon arrival at re-manufacturer's factory, all claimed defective merchandise is inspected. Credit will be allowed providing that the engine or part is defective in material and/or workmanship — and is within the warranty period.

(d) **AUTHORIZED REPAIRS:** Any repair that has been authorized by re-manufacturer must be guaranteed by the dealer or garage making the repair. Repairs or replacement do not extend the warranty period beyond the time/mileage period of the original purchase.

WARRANTY CONCERNS:

Should you encounter a problem in the administration of your warranty, call our Customer Service Department for assistance. Our Toll Free number is 1-800-811-9328.

Hours: 7:00 am -5:00 pm.

Please have the following information ready: Engine Part Number, Production Number, Installation Date, Mileage on engine in use and nature of problem.

1-800-811-9328

275 Commonwealth Drive
Carol Stream, Illinois 60188

(630) 462-0999
FAX: (630) 462-1128

www.eagleenginesales.com

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02.2008

