

# Transmission 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**

## **AUTOMATIC TRANSMISSION**

**Passenger Cars** (includes vans and pickup trucks up to 3/4 ton for personal use) are warranted for a period of 36 months / 100,000 miles.

**Trucks** (includes 1 ton vans and pickup trucks, all commercial use vehicles) are warranted for a period of 36 months / 75,000 miles.

**Emergency Vehicles and Motor Homes:** 12 months or 12,000 miles, whichever comes first.

**Standard Transmissions:** 12 months or 12,000 miles, whichever comes first.

## **ALLISON TRANSMISSIONS**

AT- 2 year/Unlimited Miles AT School Bus – 3 year/Unlimited Miles MT – (School Bus – 2 year/Unlimited Miles) MT - 18 month/Unlimited Miles HT – 18 month/Unlimited Miles MD – 18 month/Unlimited Miles HD – 18 month/Unlimited Miles 1000 – 2 year/Unlimited Miles 2000 Series 18 month/Unlimited Miles School Bus – 3 year/Unlimited Miles B Series – 18 month/Unlimited Miles

Eagle Engine Sales, Inc. warrants that it will replace, repair, or refund at its sole option, any remanufactured transmission or part supplied by Manufacturer, which is defective in material or workmanship, for 36 months or 100,000 miles whichever comes first. 36 months or 75,000 miles whichever comes first on "Bulletproof" automatic transmissions, and 12 months 12,000 miles on manual transmissions. This warranty is limited to the first retail purchaser of the remanufactured transmission ("the Purchase"). This warranty is limited to defects in workmanship and material furnished by Manufacturer and is not an unconditional guarantee against all hazards or failures (see Exclusions and Limitations to Limited Warranty).

If it is determined that a remanufactured transmission or part furnished by Manufacturer is defective in workmanship or material, Manufacturer will allow a labor allowance (certain restrictions apply, see Warranty Labor Allowance). The labor allowance shall be credited to Purchaser only upon a determination that a remanufactured transmission or a part supplied by Manufacturer is defective in material or workmanship. The limited warranty period commences on the original date of sale to the retail Purchaser. In the event a replacement-remanufactured transmission is provided to the Purchaser pursuant to this warranty, the warranty period does not start over on the date the Purchaser is supplied with the replacement. The warranty period runs from the original date of sale to the Purchaser and is not extended by supply of a replacement.

There are no warranties that extend beyond the description herein. All other warranties express or implied, including but not limited to, all warranties of merchantability and fitness for a particular purpose are hereby disclaimed and excluded by Manufacturer. Manufacturer transfers only such title or rights as it has and the goods. No statement or undertaking whether a condition, warranty or otherwise, is given by Manufacturer that the goods do not comprise or include patented, and registered or protected designs inventions or equipment or trademark or copyright material. The above limited warranty is void and will not apply in the event the Purchaser does not follow the vehicle manufacturer's instruction or in any way abuses the ve-

hicle. The above warranty does not apply to goods supplied to vehicles used for racing or any type of vehicular competition. In the event that any provision of this warranty should be or become invalid or unenforceable because of any laws or court action, the remaining terms and conditions hereof shall remain in full force and effect.

## **EXCLUSIONS AND LIMITATIONS TO LIMITED WARRANTY**

This Limited Warranty does not warrant against and does not cover damage or loss due to the following:

1. MISUSE, MAINTENANCE NEGLECT, ABUSE, VANDALISM, ABNORMAL OPERATION OR ACCIDENTS.
2. DEFECTIVE OR IMPROPER INSTALLATION.
3. ENVIRONMENTAL CONDITIONS, OVERHEATING OR FREEZE CRACKS.
4. LACK OF LUBRICANTS OR FLUIDS.
5. IMPROPER COOLING SYSTEM FLUSHING.
6. FAILURES TO COMPONENTS OR PARTS NOT FURNISHED BY MANUFACTURER OR OTHERWISE APPROVED BY MANUFACTURER FOR INSTALLATION, OR COMPONENTS OR PARTS UNSUITABLE FOR USE WITH A WARRANTED REMANUFACTURED TRANSMISSION OR PART.
7. ABNORMAL WEAR AND TEAR OR USE OF A REMANUFACTURED TRANSMISSION OR PART WHICH IT WAS ORIGINALLY INTENDED OR A CHANGE FROM ORIGINAL APPLICATION.
8. INTERNAL MODIFICATION WITH AFTER-MARKET PERFORMANCE PARTS.

This Limited Warranty does not cover or provide credit for the following: Replacement fluids or other substances; towing charges, vehicle rental, or other substitute transportation; diagnostic time, labor (except as set forth herein) or service call; gaskets or other parts or items associated with but not included with this limited warranty; transportation charges or lodging; loss of time, income, sales or profits; loss of the use of vehicle; telephone calls or communication expense; lift, truck or storage fees; tune-ups or replacement of hoses or maintenance items; routine or regularly required maintenance; injury or death to persons or damage or destruction of property; or, consequential, incidental or punitive damages.

## **CONDITIONS TO COVERAGE**

This Limited Warranty is subject to the conditions set forth below. Failure to comply with these conditions will void this Limited Warranty.

1. A registration card must be filled out completely by the installation facility and returned to Eagle Engine Sales, Inc. in order to validate the warranty.
2. A remanufactured transmission or part that is furnished as a replacement under this Limited Warranty for a remanufactured transmission or part found to be defective is warranted only for the unexpired warranty period remaining on the original defective remanufactured transmission or part.

This Limited Warranty is of no force or effect while any payments for remanufactured transmission or parts remain outstanding. Claims for transmission parts must be made at the initial delivery to the Purchaser of the remanufactured transmission.

3. Warranty claims shall be called in to Eagle Engine Sales, Inc at 1-800-811-9328. Eagle Engine Sales, Inc. reserves the right to request of the original repair order before a warranty claim is authorized.
4. Failed units must be returned to Eagle Engine Sales, Inc facility within 30 days. Failure to do so will result in the warranty claim being denied and the installer will be charged for the replacement warranty unit. To return a core, please contact Eagle Engine Sales, Inc.
5. Eagle Engine Sales, Inc. reserves the right to charge back the cost of the unit, shipping costs, and labor charges should it be determined by us that the failure was caused by improper installation, abuse, misuse lack of maintenance, neglect or any other condition not covered by this warranty.
6. Any alleged warranty transmission that has been in service for a period of 12 months or longer may be subject to a factory inspection prior to replacement.

#### **TRANSFER OF WARRANTY**

Transfer Procedure. This limited warranty is transferable by any Purchaser to the next owner(s) of the vehicle in which the remanufactured transmission was installed during the term of the limited warranty as stated above, provided Manufacturer receives written notice of transfer of title from the original owner and payment of \$150.00 within thirty

(30) days of the date of title transfer. The notice must include the Manufacturer's serial number, the previous owner's name as registered with Manufacturer, vehicle information, the name of the current owner(s) of the remanufactured transmission and the date of original purchase from the Manufacturer. Failure to file the required transfer notice and pay the required \$150.00 fee within thirty (30) days shall relieve Manufacturer of any obligation to such next owner(s) under the terms of this Limited Warranty. No transfer of the warranty shall extend the warranty term provided by this Limited Warranty.

#### **WARRANTY UNIT LABOR ALLOWANCE**

A labor allowance may be issued upon request at the Manufacturer's discretion. A labor allowance may only be issued in the first two (2) years of the applicable warranty period and no labor allowance will be provided by Manufacturer in the third year of this Limited Warranty. In the third year of an applicable warranty period, Manufacturer will supply the Purchaser with a replacement remanufactured transmission. In order to receive a labor allowance, the Purchaser must have first contacted Eagle Engine Sales, Inc at 1-800-811-9328 and speak with the Technical Department. The Purchaser must receive a "claim" number for the transmission. The Manufacturer must have been contacted "prior" to the removal of the transmission that is allegedly defective. Upon receiving the allegedly defective transmis-

sion, the Manufacturer will thoroughly inspect, analyze and determine the reason for failure. Valid reasons for an allowance to be issued include remanufacturing error, part failure, and torque converter failure. Installer, vehicle, wrong application or other (no problem found) claims will not receive labor allowance. In addition, the Manufacturer reserves the right to bill the purchaser for any installation damage, abuse and damage due to improper cooling system flushing. Labor allowance credits will be given pursuant to the following schedule:

#### **AUTOMATIC TRANSMISSION LABOR ALLOWANCE**

The labor allowance credit shall be provided by the Manufacturer at \$75 per hour pursuant to the Mitchell Warranty Book Time for the work to be conducted. Provided, however, no more than \$525.00 shall be credited as a labor allowance hereunder.

#### **MANUAL TRANSMISSION AND TRANSFER CASE LABOR ALLOWANCE**

The labor allowance credit shall be provided by the Manufacturer at \$50 per hour pursuant to the Mitchell Warranty Book Time for the work to be conducted. Provided, however, no more than \$250.00 shall be credited as a labor allowance hereunder.

#### **ALLISON TRANSMISSION LABOR ALLOWANCE**

The labor allowance credit shall be provided by the Manufacturer at \$60 per hour pursuant to the Allison Labor Time Guide for the work to be conducted. Provided, however, no more than \$400.00 shall be credited as a labor allowance hereunder.

No other labor allowance credit shall be provided by Manufacturer other than as specified above.

#### **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 a.m. - 5:00 p.m.

Please have the following information ready: Engine Part Number, Production Number, Installation Date, Hours 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](http://www.eagleenginesales.com)

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