

Warranty Page

ENGINES R US 24 MONTH / UNLIMITED MILEAGE PRORATED WARRANTY

ERU LIMITED WARRANTY: Subject to the following terms and conditions: Engines R Us remanufactured engines (hereafter referred to as "ERU") warrants to the original purchaser that the engine sold by ERU shall be free of defects in material and workmanship under normal use and with periodical maintenance as set forth by the original manufacturer.

I. Definitions:

"Engines": As used in this warranty, "engine" refers to the remanufactured long block assembly (basic block, cylinder head or heads, and internal components within the basic block assembly) as installed by ERU. The term "engine" specifically does not include the transmission or any part thereof, the carburetion or fuel injection system, the heating and air condition system, points, plugs, condenser, fuel or water pumps, or any other part compromising any other portion of your vehicles engine.

"Long block" as referred to in this warranty consists of the cylinder block, internal rotating assembly, and cylinder head or heads only. The "long block" does not include any external parts such as manifolds, turbo chargers, fuel distribution system, electrical system including computers, timing cover, oil pan, flywheel, balancer, balancer shaft assembly, timing belts and tensioners, etc.

"Engine failure" is the failure of the remanufactured long block assembly as built and installed by ERU for reasons other than those excepted elsewhere in this limited warranty.

II. Disclaimer of Implied Warranties

EXCEPT FOR THE ERU PRORATED WARRANTY (AS SPECIFIED BELOW), THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OTHERWISE. ERU DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSES AS TO ALL PRODUCTS SHIPPED AND/OR SOLD BY ERU. OUR PRORATED WARRANTY SHALL EXTEND ONLY TO THE BUYER OF THE ENGINES R US REBUILT ENGINE AND SHALL NOT EXTEND TO ANY PARTY BENEFICIARY. THE LIMITED WARRANTY BELOW SHALL NOT BE TRANSFERRED BY THE ORIGINAL PURCHASER.

Regardless of mileage, starting 1 year and 1 day to the life of the vehicle we cover twenty five percent of the parts regardless of mileage.

Our warranty does not cover consequential damage of any kind under any situation. Damage caused to the Engine by bad electronics, such as bad wiring, control module, computer, etc., is not covered.

Used or customer supplied parts have no warranty from us on the part(s) or labor.

Neglect and abuse,

including installing any performance parts, continuing to drive vehicle with known problem also voids warranty. We do not cover any electronics or electrical components period.

III. Terms of Limited Warranty

PASSENGER CARS AND LIGHT TRUCKS

LONG BLOCK –24mth /unlimited miles

TRUCKS ONE TON AND GREATER

AND TURBO CHARGED VEHICLES

LONG BLOCK – 12mth/unlimited hours

IV. **Warranty Coverage Terms and Conditions:**

- A. Warranty covers only defects in our workmanship, or materials supplied by ERU on long block assemblies.
- B. To qualify for warranty, registration card must be filled out and mailed (**CERTIFIED MAIL**) within 5 days of signing shipping receipt from the freight company delivering the engine.
- C. ERU reserves the right to either authorize repair or replacement under warranty. No work will be covered under ERU warranty unless the work is authorize and the customer has a authorization number prior to work being performed or parts replaced. When repairs are made, replacement parts will be supplied by ERU, when ever possible or practical.
- D. After receiving an authorization number from ERU for specific engine repairs or part replacements, the persons/company doing the repairs are responsible from that point on for the repair/installation work performed. Only engine parts supplied by ERU will be warranted.
- E. The following are not covered under this warranty: car rental, towing charges, oil, gas, anti-freeze, A/C charge, A/C coolant, oil filters, oil coolers, or any other accessories, loss of time, hotel or motel accommodation, food or freight charges, etc.
- F. Oil leaks are covered under this warranty for only the first (60) days following the date the shipping receipt is signed.
- G. **ERU required oil changes at 500 and 1000 miles must be performed or warranty will be void.**
- H. In the event of a warranty claim, customer must furnish receipts as proof that all service and maintenance work pertaining to the long block, such as oil and filter changes, replacement of air filter, coolant, belts, hoses, PCV valve, tune-up and ignition parts, etc. as set forth by the original equipment manufacturer of the customer's vehicle, has been performed according to schedule. ALL receipts must be imprinted with repair facility's name, address, and telephone number and have preprinted repair order numbers or they will not be accepted. Handwritten receipts are not acceptable. Failure to maintain and service engine in accordance with the original equipment manufactures' specifications and schedule or failure to retain and furnish all receipts for work performed, including parts and labor will void warranty.
- I. In the event of major long block failure, long blocks must be returned to ERU out of chassis, out of boat, or out of any type of machinery. No replacement engine will be shipped prior to the return of the damaged engine to ERU. Customer is responsible for all shipping costs.
- J. In the event that any provision of this warranty should be or become invalid or unenforceable because of any laws, the remaining terms and condition hereof shall remain in full force and effect.

V. **WARRANTY EXCLUSIONS**

ERU warranty shall not apply in the following circumstances:

1. Engines damaged through tampering, lack of oil or coolant, improper installation, or failure of an auxiliary unit such as oil cooler and lines (if applicable) must be replaced, carburetor, distributor, water pump, thermostat, air cleaner, fuel pump, etc.
2. Head gasket failure due to engine overheating and/or detonation, abuse or misuse.
3. Damage resulting from pre-ignition or pre-detonation. This includes, but is not limited to melted pistons, broken pistons rings, damaged cylinder heads, leaking head gaskets, etc.
4. Engines used as stationary engines, racing or HI performance engines, in snowplows, ambulances, rescue vehicles, or competition and similar uses.
5. Where crankshaft thrust bearing failure occurs in vehicles equipped with automatic transmissions and the failure is due to faulty torque converters, cracked flex hoses, or improper installation of the transmission.
6. Where crankshaft thrust bearing failure occurs in vehicles equipped with standard transmissions and the failure is due to faulty transmission installation or improper clutch adjustment.

7. Damage caused by fragments, screws, and other foreign materials entering the long block through the intake manifold.
8. Failure to replace oil coolers and flushing radiators.
9. Damage due to misuse, neglect, accident, or abuse (i.e., over-revving, overheating, debris, etc.).
10. Damage due to overly rich or lean fuel mixture.
11. Damage occurring to your engine as a result of overheating, lack of lubrication, contamination, or foreign matter entering engine.
12. Heat tabs that are melted or missing from engine
13. If your vehicle is a Class A motor home or truck 11,000 pounds gross vehicle weight (GVW).
14. Any product to which a device or accessory not conforming to the original manufacturer's specification has been installed.
15. Damage as a result of electrolysis, including but not limited to deterioration of engine components as a result of excessive electrical current or improperly maintained coolant, and/or any product on which periodic maintenance services required by the original manufacturer have not been performed.
16. When the long block assembly is not the same as the original equipment. For example, a 400 cubic inch Chevrolet engine is sometimes substituted for a 350 cubic inch engine and vice versa. Since the operating characteristics of the substituted long block differs from the original, the component parts such as cylinder heads, carburetor, aerating system, etc. do not correspond to the long block being substituted and failure can result.
17. The ERU warranty does not cover any failure caused by any components not supplied as part of any long purchased.
18. Our warranty does not cover any failures or problems caused by improper installation, abuse, or failure to maintain routine maintenance or by improper clutch or torque convertor adjustment.
19. Our warranty does not cover engines converted to Alternate Fuels
20. Our warranty does not cover the engines that are not installed within sixty (60) days of date the shipping receipt is signed.

VI. **Limitations of Liability**

To the fullest extent permitted by applicable law, ERU shall not be liable to the buyer, or any other party, for incidental, consequential or any other indirect loss or damage or for lost profits or revenues of any kind, at any time and for any reason, arising out of this agreement or any other obligation resulting from this agreement, whether the action arises out of ERU act of contract, tort, fraud, or any other theory or basis.

VII. **Forum Selection Clause and Choice of Law:**

THIS AGREEMENT SHALL BE GOVERNED BY LAWS OF THE STATE OF TEXAS. IN THE EVENT THE COURT DETERMINS THAT ANY PROVISIONS OF THIS WARRANTY IS UNENFORCEABLE OR INVALID, THE REMAINING TERMS SHALL BE ENFORCEABLE AND VALID.

ALL PARTIES EXPRESSINGLY AGREE THAT ANY SUIT OR ACTION AGAINST ERU SHALL BE BROUGHT IN THE CIRCUIT COURT FOR THE CITY OF AUBREY, TEXAS OR THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS.

VIII. **Merger Clause**

This agreement constitutes the entire agreement among the parties and supersedes any previous communications between ERU and the buyer with respects to Engines R Us Rebuilt Engines.

IX. **Waiver:**

Any failure or delay in exercising any right or remedy will not constitute a waiver.

X. **Late Delivery:**

ERU will not be liable for late delivery of any Engines R Us Remanufactured Engine, including any replacement engine provided pursuant to the Limited Warranty.

XI. **Notice of Claim:**

Any buyer, who wishes to make a claim pursuant to the Prorated Warranty, shall provide notice to ERU during the term of the Prorated Warranty by certified mail, return receipt requested to:

Engines R Us Remanufactured Engine
Attn: Warranty Department
109 N. Hwy 377
Aubrey, TX 76227