

REMANUFACTURED ENGINE LIMITED WARRANTY

# Nationwide Warranty - Auto Dynamic Engines

601 East "E" Street - Casper, WY 82601 - 307-266-1308

1. WARRANTY PERIODS:

- A. **Long Blocks** used in passenger cars and trucks of one ton or less payload except for vehicles listed in "B"- 3 years or unlimited miles, whichever occurs first.
- B. **Long Blocks** used in ambulance, off-highway, package delivery, police, snow removal, taxi, tow truck or any vehicle over 1 ton, motor home (must be designated by ADE for motor home use or warranty is void), diesel engine, turbo charged and propane engine- 18 months or 100,000 miles, whichever occurs first.
- C. **Self installed Long Blocks**-12 months or 24,000 miles, whichever occurs first.
- D. **Long Blocks** used in stationary equipment, power units, forklifts, tractors, industrial or agricultural vehicles- 6 months or 600 hours, whichever occurs first.  
**Short Blocks** used in any vehicle in A, B, or C above- 6 months or 12,000 miles, whichever occurs first.
- E. **High Performance and Stroker Engines**- These engines are purchased "AS IS" and Auto Dynamics, Inc. makes no warranty, expressed or implied, including no warranty of merchantability or fitness for a particular purpose.

2. REIMBURSEMENT:

Warranty Period A and B - Auto Dynamic Engines, Inc ("ADE") will reimburse the original retail consumer purchaser for AUTHORIZED REPAIRS and will supply the necessary parts. Payment is limited to \$65/hour times the number of hours stated in the current Motors Flat Rate. Labor reimbursement is limited to \$800 in all circumstance, except Motor Homes. Labor reimbursement for Motor Homes is limited to \$1200. Must purchase Motor Home engine to get Motor Home warranty. Diagnostic time is included as part of the standard flat rate time. Warranty Period C - ADE will reimburse the original customer for AUTHORIZED REPAIRS and will supply the necessary parts. Payment is limited to \$30/hour times the number of hours stated in the current Motors Flat Rate. Labor reimbursement is limited to \$300 in all circumstances. Diagnostic time is included as part of the standard flat rate time. Warranty Period D - No labor reimbursement is included in the limited warranty. Warranty Period E - No warranty given.

3. EXTENSION AND SCOPE OF WARRANTY: ADE warrants to the original retail consumer purchaser of our product that each such product will be free

from defects in material and workmanship for the above applicable warranty period starting from date of original purchase. Overheating, detonation, misuse, abuse, negligence, accident, defects in parts not supplied and installed by us, aftermarket add ons, repairs or alterations outside of our facilities, lack of proper maintenance or incorrect installation voids warranty. Short blocks must be installed with new lifters and oil pump or warranty is void.

4. LIMITATIONS: We limit all implied warranties to the above applicable warranty period. WE SHALL IN NO EVENT BE LIABLE FOR DEATH, INJURIES TO

PERSON OR PROPERTY, OR FOR INCIDENTAL, CONTINGENT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM USE OF OUR PRODUCTS, INCLUDING DOWNTIME, OR LOSS OF USE OF PRODUCT, LOSS OF REVENUE OR PROFITS, BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORIES. Warranty does not cover damage to clutches or transmissions, engine components or other parts or associated parts, cost of capital, substitute assemblies, labor or services, towing, substitute transportation expenses, lodging, food, loss of fluids, telephone, freight charges, sales tax on any repairs or parts and/or any customer claims for such damages. Warranty covers failure of a covered part to perform the function for which it was designed, due solely to defect in materials or faulty workmanship of that covered part. Gaskets or seals not installed by ADE are the responsibility of the installer and are not covered under this warranty. Gaskets or seals installed by ADE are warranted for six months. Water pumps installed by ADE are warranted for 12 months - parts only - no labor. Defective parts must be returned at the owners expense to ADE before any labor will be paid. ADE reserves the right to have any and all parts inspected by their original manufacturer for warranty determination. Warranty does not include gradual reduction in operating performance due to normal wear and tear. No benefits or remedies are available under this limited warranty while the invoice for the unit remains outstanding.

5. DUTIES: You must give us written notice, at our address (601 East E St, Casper, WY 82601) of any alleged defects before the end of the applicable warranty period,

and, upon our request, make the alleged defective product available, at your expense to the location we designate. If it is determined that there is no defect or that the defect resulted from causes not within the scope of our limited warranty, then you must bear the costs of storing and returning the products to you. If it is determined that the defect is covered by our warranty, then ADE will authorize repair or replacement of the product, at our election, or we may elect to refund the purchase price, excluding any labor.

6. VALIDITY:

- A. There is no warranty unless a completed warranty registration card was returned to ADE, 601 East E St, Casper, WY 82601. It is the customer's responsibility to sign and complete the warranty registration card and return it no later than 30 days from the date of installation.
- B. Odometer must be verifiable and in working order or warranty is void.
- C. An reference number from ADE must be received before any repairs are made, or warranty is void. This number must appear on your repair order. ADE must have proof of the warranty labor payment documented by ADE's engine serial number and reference number, the date of the repair, mileage of the vehicle, and paid in full copies of the retail engine purchase and warranty bill. The customer MUST sign the copy of the warranty repair bill and the signature MUST match the signature on the warranty registration card in ADE's file for any warranty consideration.
- D. Repair work must be guaranteed by the person or company doing the work.
- E. This agreement shall be interpreted under the laws of the State of Wyoming. Exclusive Jurisdiction and Venue for any dispute which arises under this agreement, or otherwise between the Parties hereto, shall be exclusively in a court of competent subject matter jurisdiction in Natrona County, Wyoming. If suit regarding any dispute between the Parties to this Agreement is brought by a Party in a Jurisdiction other than Natrona County, Wyoming, the Party bringing suit agrees that it shall pay the responding Party's attorney fees, cost and expenses associated in the prosecution of the suit.
- F. This warranty is extended to the original purchaser, any remaining warranty may be transferred to a second owner within 15 days from the bill of sale, for a fee. Warranty is void if the engine is transferred to another vehicle.
- G. Maintenance records must be kept and shown upon request. If the engine uses an oil cooler and the engine failed either catastrophically or due to bearing failure, the oil cooler must be replaced and the oil lines removed from the vehicle and thoroughly flushed or replaced.

WARRANTY NO:       SAMPLE       WARRANTY PERIOD \_\_\_\_\_ DATE OF INSTALLATION: \_\_\_\_\_

REGISTERED TO: \_\_\_\_\_ MILEAGE: \_\_\_\_\_ INSTALLED BY: \_\_\_\_\_