

## ATP Engines & Automotive Machine Inc. DBA Marine Engines 4 Less New & Remanufactured Engine Limited 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 purchase.

#### DISASSEMBLY OF UNIT AS PROVIDED VOIDS WARRANTY COVERAGE. NO EXCEPTIONS.

#### WARRANTY TERMS:

We have put forth great effort to build and sell the best possible product, using only quality parts, the latest equipment, and with highly trained personnel. With this, we offer the following warranty.

#### Acceptance of Warranty Terms:

You, by the purchase of a product from Marine Engines 4 Less ("Marine Engines 4 Less", "Us", "Our") that is covered by the Marine Engines 4 Less New & 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.

Marine Engines 4 Less warrants our New and Remanufactured Engines to the original purchaser to be free of defective parts and workmanship for a period of 12 months with unlimited hours of pleasure use. This warranty begins on the day of invoice. Repairs or replacement under warranty will not extend the warranty coverage. No benefits or remedies are available under this warranty while the invoice for the unit remains outstanding. This warranty is non-transferable. If any part performed by the manufacturer fails during normal use because of defective parts or workmanship performed by the manufacturer and is returned to us by the purchaser, then it will be repaired or replaced, based upon the manufacturer's discretion.

This warranty is limited to the total amount of our charges for the work we performed. Distributors, carburetors, water pumps, fuel pumps, emission control devices, gaskets, seals, fluids, and other accessories are not included and must be warrantied through the original manufacturer, if applicable.

#### ALL WARRANTY REPLACEMENTS AND FIELD REPAIRS MUST BE PRE-APPROVED BY MARINE ENGINES 4 LESS. A REFERENCE NUMBER MUST BE BE OBTAINED BEFORE ANY SERVICE IS PERFORMED OR RETURNED TO THE MANUFACTURER.

Marine Longblock: 12 months of coverage/ unlimited hours of pleasure use

#### **Replacement:**

Labor will be paid according to flat rate time at your current shop labor rate, not exceeding \$75.00 per hour. Maximum labor for marine engine replacement is 10 hours or \$750.00, whichever is less.

Should Marine Engines 4 Less deem that a replacement unit be issued to the customer, the warranty is limited to that one replacement engine no matter how much longer the original warranty is in place for.

#### **Field Repairs:**

Parts supported by the manufacturer or by customer at cost. Field repair work will be paid according to the time to perform such work as listed in the *Chilton's Flat Rate* at the warranty or Marine Engines 4 Less' allotted time only, not exceeding \$75.00

an hour or \$750.00. This labor allowance will only be paid for engines found defective due to poor workmanship or defective parts **only**. No labor allowance will be paid or issued due to abuse or negligence or non-manufacturer's defects. Maximum time/labor allowance for field repairs shall not exceed replacement time/labor amount of 10 hours.

Our liability shall not exceed the price that the purchaser paid for the engine. Any claim made for more than the invoiced amount, minus tax and original shipping costs, will be denied.

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

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 between the parties, superseding all prior agreements, verbal or written, and all other communications between the parties regarding any warranty. No installer, or any employee or agent is authorized to state or imply any other or additional warranty(s), 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 or 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 of person or property) based upon breach of warranty, breach of contract, negligence, strict liability in tort or any other theory.

#### How do you get service?

In order to be eligible for this warranty, you MUST fill out and return the warranty registration paperwork and checklist (page 6 of this document) within 30 days of the engine being shipped to you in order to be eligible for the service and coverage deemed by this limited warranty.

#### Warranty Claims Procedure:

You must contact Marine Engines 4 Less BEFORE proceeding with any warranty work. Please have the following information available when calling:

- Original invoice number
- Marine Engines 4 Less serial number
- Last name of purchaser
- Date of installation

Marine Engines 4 Less will then issue you a Return Material Authorization (RMA) number. Once you receive this RMA number, you are required to return the product as originally purchased (*no additional parts or accessories attached to the unit*) for inspection by Marine Engines 4 Less or authorized Marine Engines 4 Less dealer to service the product. We are <u>not</u> responsible for damages during shipping to and from our facility during warranty transportation nor are we responsible for additional accessories that have been left on the engine that were not originally installed by Marine Engines 4 Less.

Marine Engines 4 Less shall then arrange for the inspection and repair (if necessary), provided such a service is covered under the warranty. Marine Engines 4 Less will advise if the repair is minor and can be made by the installer. Marine Engines 4 Less in its sole discretion may determine if the claimed fault or repair requested is covered by this warranty. As the purchaser, you are responsible for properly packaging the product, paying all shipping costs (to and from our facility), loss or damage of the product during shipping, and any other taxes, fees, customs fees, or other charges associated with transporting the product to Marine Engines 4 Less. Further, if the service is not covered by the warranty, purchaser shall pay all related labor and material charges. **We will not accept collect transportation charges**. Any products that are shipped collect will be refused.

If you require a new part immediately and cannot wait for the product to be inspected by Marine Engines 4 Less, you agree to pay a deposit equal to the retail value of the replacement part(s) shipped to you until the defective part(s) can be inspected by Marine Engines 4 Less. You agree that this deposit will be applied in full to pay for the cost of the new part should Marine Engines 4 Less examine the returned part and determine, in its sole discretion, that it is not defective.

## IF THIS WARRANTY PAPERWORK IS NOT RETURNED TO US WITHIN 30 DAYS OF RECEIPT OF ENGINE, THE WARRANTY WILL BE AUTOMATICALLY CONVERTED TO A 3 MONTH WARRANTY.

#### Installer's Responsibility:

Please make sure that the following is adhered to:

- 1. Explain warranty coverage and service procedures to the owner.
- 2. See that the Certification of Installation paperwork is completed and mailed to Marine Engines 4 Less.
- 3. Diagnose all complaints to determine the cause. If cause is not due to material or labor furnished by the manufacturer, request for credit shall not be submitted.

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

#### **Owner's Responsibility:**

You've made an excellent choice in purchasing a Marine Engines 4 Less New or 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 and other piston damage caused by detonation. Be sure engine is installed, timed, 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.
- 5. **Melted Heat Tab.** Excessive temperatures will cause heat tabs located on the block and heads to melt. If a heat tab is melted, or tampered with, this voids the warranty. Please see more information about heat tabs on page 5 of this warranty.
- 6. **Contamination** from oil cooler, oil cooler lines, remote oil filter lines or bolt on accessories that have not been properly cleaned.

#### What is not covered by the warranty?

- 1. Shop supplies used in performing warranty work (i.e. rags, sealants, lubricants, etc.).
- 2. Incidental and consequential damages (storage charges, telephone or rental charges of any type, inconvenience or loss of time or income).
- 3. Minor adjustments and tune-ups; including checking, cleaning or adjusting spark plugs, carburetor settings, distributor settings, filters, belts, controls, and checking lubrication.

- 4. Failure caused by neglect, lack of maintenance, accident, abnormal operation, improper installation, improper preparation, improper winterization, improper dealer set-up or improper service, normal wear and tear.
- 5. Haul-out, launch, towing charges; removal and/or replacement of boat partitions, or material because of boat design necessary for access to the product.
- 6. Transportation charges and/or travel time.
- 7. Service requested by the customer other than necessary to fulfill warranty obligations.
- 8. Use of other than Marine Engines 4 Less authorized replacement parts and labor to install these parts when making warranty repairs.
- 9. Oil, lubricants or fluids used in normal maintenance.
- 10. Participation in or preparing for racing or other competitive activity.
- 11. Starter motors and or armatures or field coil assembly, which are damaged from excessive cranking, condensation, submersion.
- 12. Water entering the engine via the intake or exhaust system or submersion.
- 13. Damage caused by detonation, pre-ignition, improper tuning or timing.
- 14. Damage due to improper or modified fuel.
- 15. Damage from overheating caused by the failure of the cooling system.
- 16. Use of fuels and/or lubricants that are not suitable for use with the product.
- 17. Failure of any parts caused by lack of cooling water, which results from starting motor out of water or foreign materials blocking intake passages.
- 18. Air freight, next day air, or any special delivery or customs fees not authorized by Marine Engines 4 Less prior to ordering of parts.
- 19. Certain parts may be tested on receipt by Marine Engines 4 Less. Parts found to be free of defects will be returned to the customer and no credit will be issued.
- 20. Repairs required as a result of a fire, accidents, abuse, freezing, negligence, or objects striking the engine, or misuse of the engine, such as overloading or racing.
- 21. Hail, windstorms, lightning, floods, freezing, and other acts of God.

#### **Additional Terms & Conditions**

*Dispute Resolution:* You agree that any dispute between you and Marine Engines 4 Less 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 and will be limited solely to the Dispute between You and Marine Engines 4 Less. All statute of limitations that would otherwise be applicable in a judicial action brought by a party will apply to arbitration. In the arbitration, the parties agree that the law for the State of Florida shall apply. The arbitration shall be in Ocala, Florida, which You agree is a reasonably convenient location. The Arbitration will be conducted according to the AAA Commercial Arbitration Rules and Mediation Procedures. 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 Marine Engines 4 Less.

*Choice of Law and Venue:* You agree that a dispute between you and Marine Engines 4 Less will be resolved exclusively in Ocala, Florida. Any suits filed elsewhere shall be considered nonbinding and considered a breach of warranty. All statute of limitations that would otherwise be applicable in a judicial action brought by a party will apply.

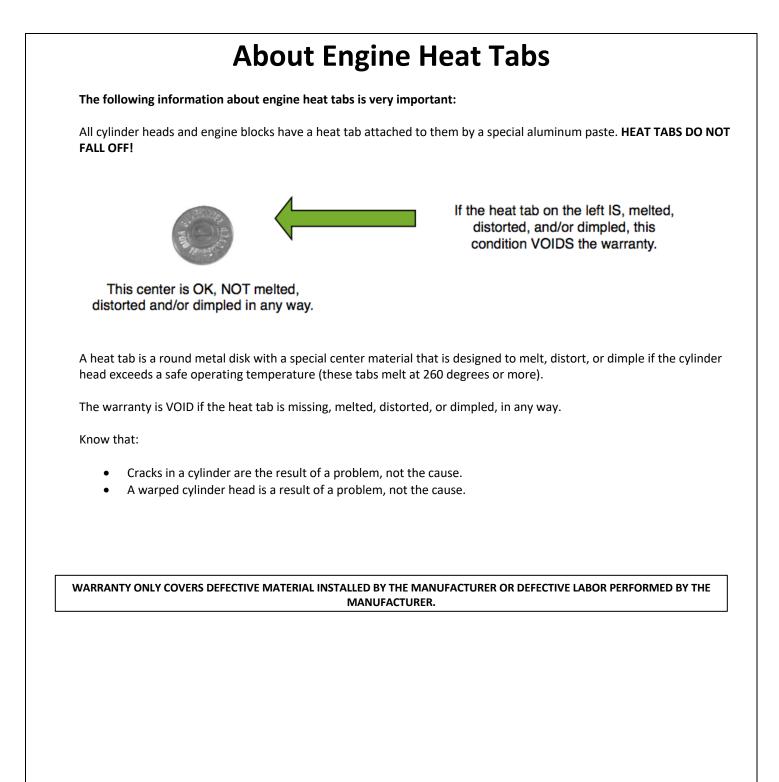
# *Transferability:* This warranty covers the original purchaser only and is non-transferable. You may not assign, delegate, or transfer this warranty.

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.

*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.

#### **Maintenance Requirements**

- a) You must, at your own expense, have the valves readjusted (if necessary), and the oil and oil filter changed after 10 hours of engine use. Failure to have these services performed will void the warranty.
- b) You must, at your own expense, have the engine oil and filter changed every four months or 50 hours, whichever occurs first.
- c) Keep a record of maintenance performed, and keep receipts and work orders. Make sure that the parts, labor, date, hours, and services performed are recorded and written on receipts.
- d) Follow the break in procedures that are provided with this warranty packet. This may apply only to marine engines.





3666 NE 25<sup>th</sup> Street Ocala, Florida 34470 888-364-4537 www.marineengines4less.com

## Marine Engines 4 Less Engine Warranty Information

The warranty will be activated when Marine Engines 4 Less receives this returned warranty registration page, filled out by the purchaser with any other needed information by mail, fax (352-458-5002), or email (warranty@marineengines4less.com - use "Warranty Registration" as the subject).

Mail Warranty Registration Information to: Warranty Department PO Box 830178 Ocala, FL 34483

Please fill out the following information and keep a copy for your records. This information can be sent to us by mail, fax, or email (see above).
Marine Engines 4 Less Invoice Number:
Purchaser Name (First, Last):
Engine Part Number (see invoice):
Engine Serial Number (see side of engine – red sticker):
Type of Engine (cubic inch/liter):
Date Installed://
Installed by:
*Owner Signature:
Printed Name:
*By signing above, you acknowledge that you understand the terms of the warranty agreement and will follow them should a warranty claim be needed.
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### MARINE ENGINE BREAK-IN PROCEDURES

"Break-In" Procedures for 4-cycle GM/MerCruiser Engines

<u>IMPORTANT</u>: The first 20-hours of operation will have a dramatic affect relative to overall engine performance and expected engine life. Proper break-in practices reduce the potential for excessive oil consumption. It also helps to achieve better engine performance levels for a longer period of time.

FIRST 20-HOURS:

- 1. Change Oil & Filter after First <u>10-15 hours</u> of use.
- 2. ALWAYS let the engine warm up to normal operating temperature before accelerating.
- 3. Avoid fast accelerations and don't carry or pull a heavy load during this period.
- 4. Check the engine oil frequently.
- 5. During the 1st 50-100 hours, the engine can use more oil than usual. Maintain oil at proper level but do NOT overfill.
- 6. Vary the boat speed during break-in.
- 7. Do not run on the same RPM for very long.
- 8. Observe gauge readings and check for loose mountings, fittings, nuts, bolts, and clamps.

### BREAK IN STEPS:

- 1. For the 1<sup>st</sup> hour, do no exceed 2000 RPM and vary RPM continuously.
- 2. For the 2<sup>nd</sup> hour, do not exceed 3000 RPM.
- 3. For the next 5 hours, do not exceed 4000 RPM.
- 4. After the first 10 hours of operation, change your engine oil and oil filter and have an engine checkup. If you do not know how to do this procedure, then have a certified mechanic or boat dealer do this.
- 5. During the final 10 hours of break-in, after warming the engine to operating temperature, it is permissible to operate at full throttle for five to ten minutes at a time. Momentarily reduce and then increase engine speed to assist break-in of rings and bearings.
- 6. Occasionally reduce engine speed to idle to provide cooling periods.
- 7. After the break-in, your engine may be operated at any RPM within the limits for the engine.
- 8. Observe gauge readings and check for loose mountings, fittings, nuts, bolts, and clamps.
- 9. Vary the boat speed during break-in.

### ENGINE OIL REQUIREMENTS:

- We recommend using 25W40 Pennzoil or Oil meeting the API specifications of SJ/CH4/CG4 is acceptable.
- Penzoil Marine 25W-40 is recommended.
- Synthetic oil that meets the API specifications of SJ/CH4/CG4 is acceptable to use <u>AFTER 100</u> <u>hours of operation</u> with the recommended conventional oil.

### AFTER FIRST 20-HOURS:

To help extend the engine life for a new GM/MerCruiser engine, consider the following recommendations.

- 1. Refrain from extended periods of Wide-Open-Throttle. We recommend cruising at <sup>3</sup>/<sub>4</sub> throttle or below for longer term operation.
- 2. Change the oil and filter regularly.



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Purchaser Name (First, Last):
Engine Part Number (see invoice):
Engine Serial Number (see side of engine – red sticker):
Type of Engine (cubic inch/liter):
Date Installed://
Installed by:
*Owner Signature:
Printed Name:
*By signing above, you acknowledge that you understand the terms of the warranty agreement and will follow them should a warranty claim be needed.