

## **MJM ENGINES LIMITED WARRANTY**

MJM Engines provides the following *limited* warranty from defects in workmanship and materials under normal use and with proper maintenance on its Stripped Long Block (engine) as specifically set forth below. Said "Stripped Long Block" is an industry term that relates to the heads and block with the complete rotating assembly. All other parts supplied by the owner are not covered by this warranty. Owner supplied parts are, but not limited to: valve covers, oil pan, intake and exhaust manifolds, carburetor / fuel injection system, distributor, timing cover, harmonic balancer, all related sensors, wiring and so forth. Everything that makes a complete engine other than the *Stripped Long Block* belongs to the owner and is therefore not covered by this warranty. Likewise if a customer supplied part causes damage to the Stripped Long Block components, that damage is NOT covered by this warranty. **ANY NOTES CREATED ON THE CUSTOMER INVOICE ARE CONSIDERED PART OF THE WARRANTY.**

### **DURATION AND SCOPE OF LIMITED WARRANTY**

1. **Long Blocks:** This warranty shall exist for 3 years or 100,000 miles whichever comes first and shall only apply to parts and labor supplied by MJM Engines. The provisions of this warranty shall apply to all long blocks (other than customer installed engines) unless otherwise specified.
2. **Industrial Motors:** This warranty shall exist for *thirty (30) days only*, and shall expressly apply to any engine not used to power or drive a vehicle, any engine installed on a trailer or any engine without an odometer.
3. **New External Parts:** Any new parts sold and installed by MJM Engines will have a 90 day warranty from material defects. Any new part supplied by the customer is not warranted, including damage to any other installed part that may have been the result of said new part.

### **OWNERS RESPONSIBILITY:**

1. **Maintenance:** The oil and oil filter must be changed after the first 500 miles of installation of your remanufactured engine, and every 3 months or 3,000 miles thereafter whichever comes first. The air filter and fuel filter must be changed every 6,000 miles. Receipts showing parts and date of purchase and / or receipts showing service by a licensed technician must be provided for any warranty to be valid.
2. **Break-in Procedures:** During the first 80 to 100 miles the engine must not be allowed to idle for a prolonged period of time (i.e. 10 minutes or more). Engine speed must be varied while driving and no driving at a consistent speed for any prolonged period of time. (No long trips). Also you must avoid any hard or abrupt accelerations.

I hereby acknowledge that failure to abide by any of the foregoing Owner Responsibilities irrevocably **voids** this warranty.

Customer Initials: \_\_\_\_\_

### **ACTS AND OMISSIONS THAT VOID LIMITED WARRANTY:**

In addition to those acts and omissions expressly provided for in other parts of this limited warranty, the following acts and omissions shall also void this warranty.

1. **Engine scoring:** Any cylinder wall scoring caused by ingestion of dirt or debris due to aftermarket, broken and / or modified air filters, air filter boxes or tubes shall void this limited warranty.
2. **Engine Abuse Voids Limited Warranty:** Engine abuse of *any kind* voids this limited warranty. Engine abuse includes but is not limited to aftermarket performance products, add-ons and enhancers including K & N and other non-stock filters. Also non stock filters on Turbo-Charged diesel engines. Over-revving, racing or off-road activity of any kind will also void this warranty.
3. **Awareness of Apparent Defects:** The owner and / or operator must discontinue driving the vehicle after a defect is apparent. Apparent defects include, but are not limited to, overheating, low oil pressure and unusual engine noise. Today's vehicles are far more complex than those of several years ago. With that in mind there are numerous preformed hoses and lines where a pinhole leak can develop and go undetected. Should you have to add coolant to your cooling system, know something is wrong. You now have become aware of a problem and it must be solved before continuing to drive the vehicle. Often these leaks are very small and the vehicle owner never sees any fluid leaking. Over time so much fluid has leaked from the cooling system, that the temperature sensor is not immersed in water but surrounded by air, thus the sensor cannot read air temperature and therefore gives the operator a false reading. *Failure to stop driving, upon becoming aware of an apparent defect voids this warranty!*
4. **All Vehicles must have a functional fan shroud installed and maintained in good repair to have a warranty. No fan shroud, no warranty.**
5. **Reinstalling of Existing Parts:** Any existing (old) engine part installed by MJM Engines or the customer, that fails and causes engine damage or failure during the life of the warranty voids the warranty. Existing parts may include, but are not limited to the: harmonic balancer, flex plate, transmission, radiator, hoses, water pump and oil cooler.

I hereby acknowledge that the forgoing acts and omissions irrevocably **void this warranty.**

Customer initials: \_\_\_\_\_

## **MJM ENGINES LIMITED WARRANTY cont.**

### **EXCLUSIONS - THESE ITEMS ARE NOT COVERED BY THIS LIMITED WARRANTY:**

1. Damage as a result of abuse, neglect, accident, misuse or act of nature.
2. All damage resulting from parts and / or accessory equipment not installed by MJM Engines.
3. All work and / or repairs performed by any technician, other than MJM Engines.
4. Damage caused by overheating or lack of lubrication, including damage caused by oil dilution from fuel contamination
5. Oil leaks are not covered after 30 days. **NO EXCEPTIONS**
6. Every engine has heat tabs installed at least 1 on engine and 2 on cylinder heads. If heat tabs are removed or burnt, it voids the warranty.
7. Damage resulting from pre-ignition or detonation. This includes but is not limited to melted, scored or broken pistons, piston rings, burned valves, burned or cracked head(s) or blown head gaskets(s)
8. Any bearing damage caused by lack of lubrication, running without the recommended amount of oil or foreign material in the oil system, such as dirty intake manifold, dirty tin ware or an oil cooler used after a bearing failure, (Oil coolers can not be cleaned, they must be replaced) gas wash caused by a defective carburetor or, fuel injector or fuel pump.
9. *NO CONSEQUENTIAL OR INCIDENTAL DAMAGES ARE COVERED.* These damages include, but are not limited to, loss of income, commercial loss, loss of use of vehicle, loss of time, inconveniences, rental vehicles, towing expenses, motel or hotel costs or any other service or damage not expressly covered in herein.

### **LIMITED WARRANTY CLAIMS PROCEDURE**

1. In the event of an engine problem, you must first contact MJM Engines at 222 North Vinewood, Escondido, Ca. 92029 or (760) 745-4104 within three business days of noticing the problem and give MJM Engines the *first* opportunity to inspect the engine at a mutually convenient time.
2. Any outside repairs must be pre-authorized by MJM Engines. **No exceptions.** Additionally on any outside pre-authorized repair, labor reimbursement will be based on the Chilton's One Motor Factor Time rate of up to \$16.00 per hour up to a maximum of \$200.00. Authorization number must accompany all warranty claims provided by our company. If you are instructed to remove an engine for inspection, you must first bring the engine to our shop. All engines brought in for motor inspection must have the oil pan, valve covers, and timing cover in their original position on the motor. If covers are removed prior to inspection, this action will void your warranty and you will lose any right to claim labor if applicable.
3. Any repair or replacement under this warranty does not extend the warranty time period.

### **ATTENTION: THERE SHALL BE NO REFUNDS OR EXCHANGES, STORE CREDIT ONLY - NO EXCEPTIONS**

### **LEGAL ACTIONS AND LIMITATIONS:**

1. By signing this Warranty, the Owner represents and declares that he or she has *carefully read this agreement*, knows the contents thereof and are executing this Warranty voluntarily.
2. This Warranty is the entire, complete, sole and only understood warranty by MJM Engines and cannot be changed, except by a written agreement signed by an authorized agent of MJM Engines.
3. This warranty is executed and shall be constructed and enforced in accordance with the Laws of the State of California. Each of the parties to this warranty also agrees to personal jurisdiction in California and that the exclusive venue for any claim, action or dispute arising on, from, or related to this agreement shall be in a court of competent jurisdiction located in San Diego County, California.
4. If any provision of this agreement is, or may be, held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions nevertheless, will survive and continue in full force and effect without being impaired or invalidated in any way. It is the intension of the parties that if any such provision is held or determined to be illegal, invalid or unenforceable, these will be added in lieu thereof a provision as similar to such provision as is possible to be legal, valid and enforceable.
5. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs for any dispute arising out of this warranty.
6. This warranty may not be transferred or assigned without the expressed written authorization of MJM Engines. MJM Engines however, reserves the right to transfer the obligations of this warranty at its sole discretion.

Customer signature \_\_\_\_\_ Date \_\_\_\_\_