

AUTOMOTIVE PERFORMANCE PRODUCTS SINCE 1938

CRATE ENGINE WARRANTY TERMS AND CONDITIONS

COVERED COMPONENTS INCLUDE:

ENGINE - The following internally lubricated parts of engine, including pistons, piston rings, piston pins, crankshaft, main bearings, main bearing caps, connecting rods, rod, rod bearings, oil pump pick-up, oil pump intermediate shaft, camshaft, camshaft bearings, hydraulic lifters, pushrods, intake and exhaust valves, valve springs, rocker arms, valve lash adjusters. The Engine Block and Cylinder Heads are also covered if the above-listed parts caused a mechanical failure, unless a condition listed under Exclusions or Exceptions caused the initial failure or subsequent damage to the vehicle. See "Exclusions" for specific terms and conditions. (Does not include any other part other than what is supplied in Long Block Assembly). Parts that require normal manufacturer's recommended replacement intervals are not covered under this warranty. Any additional components not listed above are covered by that manufacturer's stated and/or implied warranty. *Seals and gaskets are replaced only as part of repair or replacement of the above covered components.

1. ELIGIBILITY:

Edelbrock will warrant each eligible registered engine to be free of defects in material and workmanship. This will only be applicable when the customer purchases the engine from an authorized Edelbrock dealer. This warranty shall become effective only upon receipt of this completed Warranty Registration Form. This warranty shall remain in effect for two years from date of initial purchase. Odometers must be functional for warranty validation. Warranty holder shall pay for all related transportation charges and/or travel time. Warranty holder must ship any product or parts shipped for inspection or repair with prepaid transportation.

2. COVERAGES

In case of a failure within the lubricated parts of the engine of the registered vehicle, the Administrator's sole obligation is limited to repairing or replacing defective parts including the replacement of all lost fluids. The limit of liability per covered engine is \$3,000.00 per engine (aggregate) for twenty-four (24) months, with a zero deductible per occurrence. If a claim on the engine exceeds the actual cash value of the vehicle and Administrator elects to pay the actual cash value of the vehicle, the vehicle becomes the property of the Administrator for salvage. The warranty holder must be able to provide free and clear title prior to Administrator paying ACV. Edelbrock's sole exclusive obligation under this warranty in the exclusionary period shall be limited to replacing a defective part or, at Administrator's option, replacing such part or parts with new or Edelbrock parts, re-manufactured or other parts as shall be necessary to remedy any malfunction resulting in defects in material or workmanship. Edelbrock reserves the right to improve the design of any Product without assuming any obligation to modify any Product previously manufactured. Should a failure occur of any kind, it must be reported immediately to Edelbrock to evaluate the severity and to determine the proper repair procedure. Edelbrock's own mechanics will be used unless Edelbrock has made other repair arrangements. Any unauthorized repairs will not be paid under any circumstances.

3. EXCLUSIONS:

This warranty applies to defects in material and workmanship, but does not apply to any worn out parts, external engine parts, ignition parts, fuel system parts, engine/transmission management controls or tune-ups or to damage caused by:

- a) Neglect, over-revving, overheating, abuse, lack of maintenance, pre-ignition, accident, abnormal or continued operation of an impaired vehicle or improper installation, the vehicle owner then assumes the liability. Operation of the engine with fuels, oils, or lubricants that are contaminated or not suitable for the engine, including a breakdown caused by the failure to replace seals or gaskets in a timely manner, is not covered. Engines driven to destruction will not be covered. Any parts used for other than their intended purpose is not covered.
- b) Failures caused from improper installation procedures, or failure to follow Edelbrock's installation procedures or the failure to properly pre-oil the engine will void this warranty, is the sole responsibility of the Installer, and will not be covered under any circumstances. Commercial vehicles/applications are non-covered.
- c) If the covered components have been tampered with after the purchase from Edelbrock, the warranty holder then assumes the liability and the warranty is void. Warranties of merchantability and fitness are excluded from this warranty. Implied warranties are to the life of this contract. Engines used under commercial applications/circumstances are not covered.
- d) The use of an accessory, i.e. camshaft, other bolt-on performance parts, nitrous oxide system or a part not manufactured, approved or sold by Edelbrock in writing to the warranty holder voids warranty. The participating in or the preparation for racing or other competitive activities, marine use, or in the removal or modification of existing parts for other than their intended use without the Administrator's expressed written permission voids warranty.
- e) Administrator reserves the right to cancel this warranty upon the discovery of fraud or misrepresentation of a material fact by the warranty holder or the warranty holder's representative.



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4. EXCEPTIONS:

Reasonable access must be provided to the engine for warranty inspection. This warranty will not apply to the following:

- a) Administrator is only responsible for covered components as indicated in the terms and conditions on this registration when originally purchased by the warranty holder as it appears on the above registration.
- b) Administrator is not responsible if the covered components have been abused or damaged as a result of a collision.
- c) Administrator is not responsible if the covered components have been tampered with or altered after the original Engine installation, vehicle owner then assumes the risk. Damage or abuse through towing, improper load capacity or continued operation of an impaired vehicle voids this warranty. Breakdowns caused by contamination, non-suitable or the lack of proper fluids, fuels, coolants or lubricants, including a breakdown caused by the failure to replace seals or gaskets in a timely manner is not covered.
- d) Blown head gaskets, fluid leaks, cracked heads or block, overheating or other engine failures caused by the lack of fluids or improper maintenance are not covered.
- e) Damage to the vehicle caused by collision, misuse, road conditions, negligence, alterations, racing, marine use, fires, floods, riots, acts of war, vandalism, theft or acts of God are not covered. This warranty does not cover such things as loss of use of the vehicle, loss of earnings, personal damages, per diem expenses, or any other consequential or incidental damages. Storage, medical, telephone or rental charges of any kind are not covered.
- f) A gradual reduction in operating performance due to normal wear and tear, such as but not limited to guides, valves, pistons, or piston rings are not covered. Oil consumption, worn out parts, and diminished performance is not covered. This is not a performance warranty. Failures must be the result of a proven mechanical failure.
- g) It is the sole responsibility of the vehicle operator to use all necessary precautions to protect the vehicle from any further damage once damage occurs.

5. MAINTENANCE REQUIREMENTS:

To obtain the benefits provided under this warranty it is the responsibility of the warranty holder to:

a) Change the engine oil and filter every four (4) months or four thousand (4,000) miles, whichever occurs first, through a commercial oil change facility. Proper documentation and verifiable receipts from a commercial oil change facility for oil and filter changes will be required in the event of a claim. Other service receipts and invoices may be requested in the event of a claim. Handwritten oil change receipts will not be accepted.

6. CLAIM PROCEDURE:

In the event of a failure of a warranted component, please notify Edelbrock immediately at 1-800-739-3737 ext. 2820 for claim validation. The warranty holder will be required under this warranty to authorize the repair facility to tear down the engine for inspection by the repair facility or at the Administrator's option to be inspected by an outside independent adjuster of the Administrator's choice prior to authorization of repair or replacement of failed component. The warranty holder will be required to pay the cost of the tear down if the mechanical breakdown is not covered by this warranty. Have all required documentation prepared to submit to the Administrator; i.e., a copy of this warranty registration form, proof of maintenance of all covered program components as outlined in Item 5 "Maintenance Requirements", documented failure of any covered component. An ASE-Certified Repair Facility must complete repairs or replacements up to a maximum of our National Labor Rate, per repair, based on published labor time guide. This warranty is valid in the United States and Canada. Failure to receive Administrator's authorization prior to any repair work will invalidate any warranty claim. Any dispute arising out of or relating in any manner to this Agreement shall, on the written notice by any party, be submitted to final and binding arbitration. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association. All orders and awards of the arbitrator or arbitration panel shall be enforceable by any court having jurisdiction. The prevailing party in the arbitration shall have the right to recover costs and reasonable attorney's fees. Arbitration shall take place in the state and county in which the warranty holder resides. The decision of the arbitrator shall be final and enforceable in a court having jurisdiction.