



FLEMING ENGINE SERVICE LIMITED WARRANTY

PRINT CUSTOMER NAME: _____

Engines remanufactured by Fleming Engine Service are warranted to be free of defects in material and workmanship to "Original Purchaser" **NON TRANSFERABLE** and subject to the below stated conditions as follows:

- COMPLETE ENGINE ASSEMBLY – 365 Days
- SHORT BLOCK ENGINES or INCOMPLETE ENGINE ASSEMBLY – 90 Days
- INDUSTRIAL, FARM, STATIONARY, OR OFF-ROAD APPLICATIONS – 90 Days (Short Blocks are warranted for a period of 30 days), if used for purposes intended by the original manufacturer.

ENGINES USED FOR RACING, HIGH PERFORMANCE, COMPETITION, HOT RODS, PULLING, MUD BOGGING, EXPERIMENTAL, EMERGENCY VEHICLES OR MARINE APPLICATIONS HAVE NO WARRANTY. FLEMING ENGINE RESERVES THE RIGHT TO REFUSE WARRANTY COVERAGE ON A CASE BY CASE BASIS. SUCH REFUSAL WILL BE EXPRESSLY WRITTEN ON INVOICE.

There will be no warranty adjustments or extensions beyond the above time limitations. There shall be no oral modifications to this limited warranty and any modifications of this warranty must be in writing and signed by the parties. The warranties contained herein and all of the terms and provisions hereof may not be sold or assigned to any third parties.

IMPORTANT: This warranty is void unless Fleming Engine Service is provided the date of installation, signed by customer and returned to Fleming Engine Service within ten (10) calendar days of installation to validate the warranty. If installation does not occur within fourteen (14) days of invoice, this warranty is void. This warranty is valid ONLY when maintenance records reflecting manufacturer recommendations, receipts and original invoice and warranty document are presented with the engine at the TIME OF CLAIM and engine is inspected by Fleming Engine Service. Be advised that said receipts required by this limited warranty are specifically limited to garages, service stations, auto dealerships, and quick service lubrication services. Claims that you changed the oil yourself, or had a friend to do without above required receipts will automatically void limited warranty.

WARRANTY EXCEPTIONS

1. This warranty does not apply to any unit improperly installed or failure caused due to overheating, unwashed parts or defective components that are transferred from the old engine, such as oil pump, front cover, filter, cylinder heads, push rods, rocker arms, lifters, clogged radiators, carburetors, etc. not furnished with the rebuilt unit.
2. Warranty does not apply to units abused, mistreated, stored inappropriately, damage from the environment, improperly broken in, oil starved, corrosion, pre-ignition/detonation, operation with non-calibrated engine gauges, improper fuel system adjustment, non approved fuel and oil grades or additives or installation of parts, components or accessories that alter the engine's original type.
3. Warranty does not cover melted or broken pistons due to detonation or pre-ignition, cracked blocks, heads, or melted heat tabs due to overheating, or missing heat tabs, or damage caused by foreign objects dropped or drawn into cylinders or crankcase.

4. Warranty does not cover engine operated under conditions causing greater than normal wear, or used for purposes other than it was originally designed for; or when engine is operated on any fuel other than manufacturer recommended fuel; or when engine is specified for passenger car use is installed in a pickup, truck, van or Class B or C recreational vehicle; or when engine failure is due to thrust, bearing damage; or when engine is installed in a Class A motor home/recreational vehicle.
5. Gaskets not installed by Fleming Engine are the responsibility of the installer and are not covered under this warranty.
6. Non payment for services performed or parts ordered **VOIDS** this warranty.
7. Engines shipped out of the continental United States.

THIS WARRANTY DOES NOT COVER: parts that are damaged by abuse, neglect, or accident, fluids, oil, filter or coolant, any engine removal costs, any engine installation costs, towing charges, car rental, down time, loss of use, lodging, phone calls, damage due to accident, damage caused by collision, fire, theft, freezing, inconvenience, commercial loss, vandalism, riot, explosion, objects striking the engine or the vehicle, loss of time, inconvenience, per diem expenses, **commercial loss or consequential damages**, nor do repairs or replacement extend this warranty beyond the described period from the date of the original installation.

The provisions of this warranty do not cover normal maintenance service (such as engine tune-ups, adjustments, inspections, engine or component overhaul resulting from time between overhaul recommendations, etc.) or to the replacement of normal service items (such as spark plugs, filters, hoses, belts, etc.).

THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, SPECIFICALLY, BUT WITHOUT LIMITATION, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL FLEMING ENGINE SERVICE BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY DEFECT IN ANY ENGINE OR PART, ARISING OUT OF THE FAILURE OF ANY ENGINE OR PART TO OPERATE PROPERLY, OR ARISING OUT OF ANY BREACH OF THE WARRANTY MADE HEREIN.

No person is authorized to give any other warranty or to assume any additional obligation or liability on behalf of Fleming Engine Service. All claims are subject to Fleming's inspection and approval. All warranty work is to be performed by Fleming Engine Service. Any repair work under this warranty must be authorized by Fleming Engine Service.

Fleming Engine Service cost liability under this warranty is limited to the original invoice amount.

ARBITRATION: Any controversy or claim arising out of relating to this contract, or the breach thereof shall be settled by arbitration in Licking County, Ohio in accordance with the Uniform Rules for Better Business Bureau Arbitration, and the decision rendered by the Arbitrator(s) may be entered as binding in any Licking County Court having jurisdiction thereof. This agreement shall be interpreted under the laws of Ohio. The parties agree the venue of enforcement of the terms and conditions of this agreement shall be in Licking County, Ohio. Should legal council be retained for any reason, the parties agree that each will be responsible for its own legal fees and expenses.

Customer's Acceptance Signature

Date

Invoice Number