

EAGLE AUTO PARTS – Limited Engine Warranty

Eagle Auto Parts issues this non-transferable Limited Engine Warranty to you, the original purchaser of the new / remanufactured engine and owner of the vehicle in which the engine is installed. **Eagle Auto Parts** warrants the new / remanufactured engine, which you have just purchased and which is described in this warranty, to be free from defects in workmanship or material if properly installed, used in a normal manner and properly serviced and maintained during the specified warranty periods described below. If the new / remanufactured engine fails as a result of a defect in workmanship or material during the specified warranty period (measured from the time period described below) **Eagle Auto Parts** will repair, replace or refund, at the option of **Eagle Auto Parts**. Any product replaced under warranty carries the remainders of the original products warranty terms.

Long, Short & complete engines - Whichever shall first occur Warranty starts from date of purchase

12 Month / 20,000km Passenger cars & light trucks
12 Months / unlimited hours: Marine use
90 Day / unlimited hours: Special application such as stationary engines, Fork Lifts
No Warranty: All off road and racing applications

Warranty does not cover water ingestion in marine use
* Engine accessories carry the same warranty as the applicable engine

Where and how will The Warranty Be Honoured?

In order for the warranty to be valid, the engine and/or part must be returned at your cost within the specified warranty period to your nearest **Eagle Auto Parts** store or the authorized distributor you purchased the engine through, along with this original warranty and the sales receipt, provided that:

1. Prior authorization and Claim Number must be obtained from **Eagle Auto Parts** before any warranty work may be performed. The claim **MUST** be returned with the product. If not the claim process will not continue.
2. Repair bills and proof of payment must be submitted prior to reimbursement by **Eagle Auto Parts**.
3. The original purchaser of the engine must be in good credit standing with **Eagle Auto Parts** for the warranty to be honoured.

Disclaimer and Exclusions to Coverage Applicable to Limited Engine Warranty

This Limited Warranty does not apply if the engine is:

1. Installed in vehicles used for racing or contains high performance modifications.
2. Modified, altered, abused, unreasonably used, improperly installed, damaged by accident, fire, negligence, misuse, overheating, detonation, lack of lubrication, incorrect application, incorrect or defective units or accessory equipment attached to the engine that were not authorized by the original manufacturer; or installed in an application for which it was not ordinarily intended.
3. Not properly serviced, maintained or fuelled in accordance with the original manufacturer's specifications.
4. This warranty shall not apply to a camshaft failure on a short block engine unless new lifters have been installed at the time of the engine installation or to any engine unless correct running in procedure has taken place
5. If installation or repair work is not performed by a qualified mechanic, some or all of the implied warranty may be void.
6. Sold or used outside Australia or its territories

This Limited Warranty Excludes:

1. Transportation expense of a defective engine or part to or from the Dealer, Warehouse or Distributor where your engine was purchased.
 2. Compensation for inconvenience or loss of use.
 3. The cost of a rental car, lodging, reimbursement for time off work, loss of income, commercial loss, towing charges, telephone calls, legal fees and costs or other consequential damages.
 4. Any and all cost of labour required to remove the defective engine or part and to complete installation of a replacement engine or part for passenger cars, and trucks must be approved in writing and amount agreed to prior to commencement of any work. Labour charges will be paid up to a maximum hourly rate not exceeding **\$70.00 per hour** with a maximum labour liability of **\$600**
 5. Repairs otherwise covered if performed without prior authorization from the **Eagle Auto Parts** in writing.
 6. The cost of all parts replaced under this warranty unless the parts have been supplied by the **Eagle Auto Parts** or specifically authorized for local purchase. All replaced parts must be submitted (prepaid) to the **Eagle Auto Parts** for inspection before labour or incidental costs will be considered.
- * In the event of a dispute occurring, the engine will be assessed by Australian Automotive solutions, with their findings being binding. Costs of testing shall be born by the party at fault

Liability:

Liability under this warranty is limited to the price of the defective engine or parts at the time of purchase of the engine, and **Eagle Auto Parts** shall have no liability whatsoever for any consequential or special damages. This Limited Warranty is the only express warranty made by the **Eagle Auto Parts** with regard to such engine. The duration of any warranty implied by law, including the warranties of merchantability and fitness for particular purpose, is limited to the duration of the express warranty. The foregoing warranties are exclusive and in lieu of all other remedies.

** This Warranty gives you specific legal rights, and you may also have other rights, which vary, from state to state.

** Any variations to the above warranty must be in writing and duly signed by management of Eagle Auto Parts*