

MICHIGAN MOTORZ

Marine Engines & Parts

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**REMANUFACTURED
MARINE ENGINE**

1 YEAR

LIMITED WARRANTY

Congratulations on your decision to purchase a quality replacement engine from Michigan Motorz.

We appreciate your business and confidence in the Michigan Motorz brand, our products, and our personalized customer service and support.

This document explains, in detail, the warranty coverages that apply to the engine you've purchased.

Please keep it available for future reference.

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PLEASE NOTE!

IN ORDER TO BE ELIGIBLE FOR WARRANTY COVERAGE,
YOUR ENGINE MUST BE REGISTERED
WITHIN 90 DAYS FROM DATE OF DELIVERY.

NO WARRANTY CLAIMS WILL BE CONSIDERED WITHOUT
REGISTRATION AND P.D.I. SHEET ON FILE.

THESE FORMS ARE AT THE END OF THIS WARRANTY PACKET.

WARRANTY IS NOT ACTIVATED UNTIL ENGINE REGISTRATION
AND P.D.I. SHEET IS RECEIVED.

WARRANTY TERMS

ACCEPTANCE OF WARRANTY TERMS

You, by the purchase of a product from Michigan Motorz, LLC (“Michigan Motorz”) that is covered by the Michigan Motorz 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.

Michigan Motorz warrants its Remanufactured Engine to the original purchaser to be free of defective parts and workmanship for the time shown below. This warranty begins on the date of original retail delivery or shipment from Michigan Motorz, whichever occurs first. No benefits or remedies are available under this limited warranty while the invoice for the unit or related services remains outstanding. This warranty is non-transferable. If any part of a remanufactured engine assembly fails in normal use because of defective parts or workmanship performed by the manufacturer and is returned to us, then it will be repaired or the assembly replaced. The alleged defective part of the assembly MUST be returned to the manufacturer, at your cost (properly supported by filled out claim forms and receipts), for inspection and credit consideration in order for the Replacement coverage to be applicable, as specified below.

HIGH-OUTPUT models (7.4L HO, 8.1L HO, and 8.2L models) are a PARTS-ONLY warranty. No labor will be allowed under this warranty policy. Check the website, www.michiganmotorz.com, for current warranty coverage on your model.

ALL WARRANTY REPLACEMENTS AND FIELD REPAIRS MUST BE PRE-APPROVED. A REFERENCE NUMBER MUST BE OBTAINED BEFORE ANY SERVICE IS PERFORMED.

| WHAT IS COVERED BY WARRANTY?

Our obligation under this warranty shall be limited to repairing a defective part or, at our option, replacing such part or parts as shall be necessary to remedy any malfunction resulting from defects in material or workmanship as covered by this warranty. Replacement parts provided may be in new, remanufactured or used condition, at our discretion.

Any repair or replacement will be covered under warranty for **NINETY (90) DAYS** or the remainder of the original warranty period, whichever is longer. We reserve the right to change or improve the design of any product without assuming any obligations to modify any product previously manufactured. All repairs or replacements **MUST** be approved in advance by Michigan Motorz in order for the repair or replacement to be covered under this agreement.

| MARINE REMANUFACTURED LONGBLOCKS

- **1 YEAR (365 Days) / Unlimited Hours for pleasurecraft use** from the date of shipment to you from Michigan Motorz or the date of pick-up by customer, whichever occurs first.
- **90 DAYS (3 Months) for commercial vessel use** from the date of shipment to you from Michigan Motorz or the date of pick-up by customer, whichever occurs first.

| MARINE ENGINE REPLACEMENT

Should Michigan Motorz determine that your engine needs to be replaced, Labor will be paid according to flat rate time at your current shop labor rate not exceeding \$85.00 an hour. Maximum labor time for marine engine replacement is \$1,350.00, whichever is less.

| FIELD REPAIRS

Parts supported by the manufacturer or by customer at cost, not retail prices. Labor will be paid according to flat rate time at your current shop labor rate not exceeding \$85.00 an hour. Maximum time/labor allowance for field repairs shall not exceed replacement time/labor amount.

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

| WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, MICHIGAN MOTORZ DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE TOTAL LIABILITY, IF ANY, OF MICHIGAN MOTORZ AND THAT OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES TO PURCHASER FOR DAMAGES WITH RESPECT TO THIS AGREEMENT AND THE ENGINE OR PARTS SOLD SHALL NOT EXCEED THE PURCHASE PRICE RECEIVED FOR PRODUCTS OR SERVICES RENDERED. IN NO EVENT SHALL MICHIGAN MOTORZ, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AND EMPLOYEES HAVE ANY LIABILITY FOR PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUES. THE LIMITATIONS AND EXCLUSIONS IN THIS PARAGRAPH SHALL APPLY TO ALL CLAIMS OF EVERY NATURE, KIND AND DESCRIPTION, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, OR OTHERWISE. DAMAGES AS LIMITED BY THIS PARAGRAPH IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT THAT ANY OTHER REMEDY PROVIDED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

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

LIMITED WARRANTY ADJUSTMENT PROCEDURES AND OTHER LIMITATIONS

| HOW DO I GET SERVICE?

In order to be eligible for service under this warranty you **MUST** fill out and return the warranty registration card AND pre-delivery inspection checklist attached below, within 90 days of the engine being shipped to you, in order for you to be eligible for service coverage under this warranty.

| WARRANTY CLAIM PROCEDURES

A claim shall be made under this warranty by contacting Michigan Motorz for a Return Material Authorization (RMA) number. Once you have received the RMA, you are to deliver the product for inspection to Michigan Motorz or authorized Michigan Motorz dealers authorized to service the product. Michigan Motorz shall then arrange for the inspection and repair, provided such service is covered under this warranty. Michigan Motorz in its sole discretion may determine if the claimed fault or repair requested is covered by this warranty. You are responsible for properly packaging your product, paying all shipping costs, loss or damage to the product during shipping, and any other taxes, fees or charges associated with transporting the product to Michigan Motorz. Further, if the service is *not* covered by this warranty, the purchaser shall pay for all related labor and material. Any product or parts shipped by purchase for inspection or repair must be shipped with the transportation charges prepaid to Michigan Motorz.

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

The owner's bill of sale with the date of purchase is the only valid registration identification and must be presented at the time warranty service is required.

ENGINE INSTALLERS RESPONSIBILITY

| INSTALLERS RESPONSIBILITY

Please make sure the following is adhered to:

1. Explain warranty coverage and service procedures to the owner and assure owner's manual (if applicable) is given to boat owner for his or her records.
2. See that the PDI and registration forms are completed and mailed.
3. Diagnose all complaints to determine the cause of original engine failure. If cause of engine failure is not due to material or labor furnished by the manufacturer, request for credit should not be submitted. Michigan Motorz is responsible for the provided engine, not parts reused from the original engine. Should these reused parts cause an engine failure, Michigan Motorz cannot be held responsible for those parts OR engine failure.
4. **The installer must run-test the engine prior to installation.** Michigan Motorz will not be responsible for any costs and/or charges associated with removal, repair, or reinstallation of any such engine that was installed without first being run tested.

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

ENGINE OWNERS RESPONSIBILITY

OWNERS RESPONSIBILITY

You've made an excellent choice in purchasing a Michigan Motorz 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.
5. Proper ignition system installation and timing. Ignition system must be timed properly AND advancing properly. Ignition systems that over-advance and cause head gasket damage or piston damage will NOT be covered under 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** caused by detonation. Be sure engine is installed 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.** Engine may lockup with incorrect, low, or no oil in the crankcase.
4. **Water intrusion** from any source outside of manufacturer defect, such as faulty water-cooled exhaust manifolds or risers, intake manifolds with leaky water crossovers, etc.

WHAT IS NOT COVERED BY WARRANTY

Since this warranty applies to defects in material and workmanship, it does not apply to:

- Old and/or used engine parts installed on the replacement engine purchased from Michigan Motorz
- Shop supplies used in performing warranty work (i.e. rags, sealants, lubricants, etc.)
- Incidental and consequential damages (storage charges, telephone or rental charges of any type, inconvenience or loss of time or income).
- Minor adjustments and tune-ups; including checking, cleaning or adjusting spark plugs, carburetor setting, filters, belts, controls and checking lubrication.
- Use of accessories or parts not manufactured or sold by Michigan Motorz.
- Failure caused by neglect, lack of maintenance, accident, abnormal operation, improper installation, improper preparation, improper winterization, improper dealer set-up or improper service or normal wear and tear.
- Failure of the installer to run-test the engine prior to installation and all costs and charges associated with removal, repair, or reinstallation of any such engine that was installed without first being run tested.
- Haul-out, launch, towing charges, removal and /or replacement of boat partitions or material because of boat design for necessary access to the Product. Reasonable access must be provided to the product for warranty service.
- Transportation charges and/or travel time.
- Service requested by customer other than that necessary to satisfy the warranty obligation.
- Oils, lubricants or fluids used in normal maintenance.
- Participation in or preparing for racing or other competitive activity.
- Any action that will change the intended use of the product or that will affect the product's operation
- Alteration or removal of parts or accessories.
- Starter motors and/or armatures or field coil assembly, which have been damaged from excessive cranking, condensation, or submersion.
- Water entering the engine via the intake or exhaust system or submersion.
- Use of fuels and lubricants that are not suitable for use with or on the product.
- Failure of any parts caused by lack of cooling water which results from starting motor out of water or foreign materials blocking intake passages.
- Air freight, next-day or second-day air, or any special delivery fees, unless authorized by Michigan Motorz prior to ordering of parts.
- Certain parts may be tested on receipt by Michigan Motorz. Parts found to be free of defects will be returned to the dealer and no credit will be issued. If the part has already been credited, the dealer account will be debited.

ADDITIONAL TERMS AND CONDITIONS

| DISPUTE RESOLUTION

You agree that any dispute between You and Michigan Motorz 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 in accordance with the Federal Arbitration Act 9 USC 1 et seq, and will be limited solely to the Dispute between You and Michigan Motorz.

All statute of limitations that would otherwise be applicable in a judicial action brought by a party will apply to the arbitration. In the arbitration, the parties agree that the law for the State of Michigan shall apply. The arbitration shall be in Madison Heights, Michigan, 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 Michigan Motorz. Information may be obtained from the AAA on line at <http://www.adr.org/>, by calling 1- 800-778-7879 or writing to 1633 Broadway, 10th Floor, New York, New York 10019.

| CHOICE OF LAW AND VENUE

This Agreement is governed by the laws of the State of Michigan, without giving effect to conflicts of law rules. You agree that if any dispute is found not to be subject to the Dispute resolution clause, that the sole venue will be that of the court with the appropriate jurisdiction in Oakland County, Michigan and you agree that you are subject to and agree to submit to the personal jurisdiction of the appropriate court in Oakland County, Michigan.

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.

MODIFICATION AND WAIVER

No waiver or modification of the Agreement shall be valid unless it is in writing and signed by Michigan Motorz. Furthermore, any waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

THIRD PARTY BENEFICIARIES

This Agreement will not confer any rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

TITLES

Titles and headings to articles, sections, or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the agreement.

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties involved and supersedes all previous oral and written agreements with regard to subject hereof.

REMANUFACTURED ENGINE WARRANTY

1- Year Factory Limited Warranty

Engines **CANNOT** be registered over the phone.

QUESTIONS?

1-877-MMOTORZ

REQUIRED to be registered:

- 1.) Copy of the purchase invoice required to certify eligibility.
- 2.) Copy of completed, signed, and dated PDI form is required for warranty eligibility.

Customer Information:

All Fields are Required for Engine Registration!

Customer Name: _____ Date of Purchase: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ E-Mail: _____

Installer/Dealer Information:

Michigan Motorz Invoice #: _____

Dealer Name: _____ Mechanic Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Dealer Phone: _____ Fax: _____

Email: _____ MM Engine Item #: _____

Engine #1 Serial Number: _____ Twin #2 Serial Number: _____

(Michigan Motorz Engine S/N)

(For Twin Engine Installs Only)

Date Installed: _____ Hull ID: _____ Hull Material: _____

Boat Length: _____ Boat Type: _____ Water Type: FRESH / BRACKISH / SALT

(Circle)

Dealer Signature: _____ Date: _____

My signature is my representation the information provided above is correct.

P.D.I. FORM

Pre-Delivery Inspection Checklist

(Dealer to inspect engine before customer takes delivery of the boat)

N/A
Checked/
Adjusted

Task

Check Before Running:

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Drain plug in and petcocks closed |
| <input type="checkbox"/> | <input type="checkbox"/> | Seawater inlet valve OPEN |
| <input type="checkbox"/> | <input type="checkbox"/> | Engine mounts tight |
| <input type="checkbox"/> | <input type="checkbox"/> | Engine alignment |
| <input type="checkbox"/> | <input type="checkbox"/> | Engine alignment |
| <input type="checkbox"/> | <input type="checkbox"/> | Drive unit fasteners torqued |
| <input type="checkbox"/> | <input type="checkbox"/> | Power trim cylinders: fasteners tight |
| <input type="checkbox"/> | <input type="checkbox"/> | Battery fully charged and secured |
| <input type="checkbox"/> | <input type="checkbox"/> | All electrical connections tight |
| <input type="checkbox"/> | <input type="checkbox"/> | Exhaust system hose clamps tight |
| <input type="checkbox"/> | <input type="checkbox"/> | All fuel connections tight |
| <input type="checkbox"/> | <input type="checkbox"/> | Correct rotation propeller (installed/torqued) |
| <input type="checkbox"/> | <input type="checkbox"/> | Throttle, shift, and steering system fasteners tightened properly |
| <input type="checkbox"/> | <input type="checkbox"/> | Crankcase oil level |
| <input type="checkbox"/> | <input type="checkbox"/> | Power trim fluid level |
| <input type="checkbox"/> | <input type="checkbox"/> | Sterndrive unit fluid level |
| <input type="checkbox"/> | <input type="checkbox"/> | Power steering fluid level |
| <input type="checkbox"/> | <input type="checkbox"/> | Closed cooling level |
| <input type="checkbox"/> | <input type="checkbox"/> | Transmission fluid level |
| <input type="checkbox"/> | <input type="checkbox"/> | Alternator belt tension |
| <input type="checkbox"/> | <input type="checkbox"/> | Seawater pickup pump belt tension |
| <input type="checkbox"/> | <input type="checkbox"/> | Power steering pump belt tension |
| <input type="checkbox"/> | <input type="checkbox"/> | Audio warning (buzzer) system operation |

DATE: _____

DEALER / TECH NAME: _____

DEALER / TECH SIGNATURE: _____

N/A
Checked/
Adjusted

Task

On-Water Testing:

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Engine alignment (inboards only) |
| <input type="checkbox"/> | <input type="checkbox"/> | Starter neutral safety switch operation |
| <input type="checkbox"/> | <input type="checkbox"/> | Water pump operation |
| <input type="checkbox"/> | <input type="checkbox"/> | Instruments operation |
| <input type="checkbox"/> | <input type="checkbox"/> | Fuel leaks |
| <input type="checkbox"/> | <input type="checkbox"/> | Oil leaks |
| <input type="checkbox"/> | <input type="checkbox"/> | Water leaks |
| <input type="checkbox"/> | <input type="checkbox"/> | Base (initial) ignition timing set at _____° |
| <input type="checkbox"/> | <input type="checkbox"/> | Idle RPM: _____ within specifications (in <i>neutral</i>) |
| <input type="checkbox"/> | <input type="checkbox"/> | Idle RPM: _____ within specifications (in <i>forward</i> gear) |
| <input type="checkbox"/> | <input type="checkbox"/> | WOT RPM: _____ within specifications (Wide Open Throttle, in <i>forward</i> gear) |
| <input type="checkbox"/> | <input type="checkbox"/> | Forward/Neutral/Reverse gear operation |
| <input type="checkbox"/> | <input type="checkbox"/> | Steering operation throughout range |
| <input type="checkbox"/> | <input type="checkbox"/> | Acceleration from idle RPM |
| <input type="checkbox"/> | <input type="checkbox"/> | Power trim operation |
| <input type="checkbox"/> | <input type="checkbox"/> | Trim tab adjustment/boat handling |

After On-Water Testing:

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Propeller nut torque |
| <input type="checkbox"/> | <input type="checkbox"/> | Fuel, oil, coolant, water, and fluid leaks |
| <input type="checkbox"/> | <input type="checkbox"/> | Oil and fluid levels |
| <input type="checkbox"/> | <input type="checkbox"/> | Verify presence of operation and maintenance manual |

Ignition System:

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Base (initial) ignition timing set at _____° |
| <input type="checkbox"/> | <input type="checkbox"/> | Total ignition timing advance at WOT _____° |
| <input type="checkbox"/> | <input type="checkbox"/> | Ignition coil voltage while running: _____ D.C. |

SEND YOUR REGISTRATION AND P.D.I. FORMS

FAX COMPLETED FORMS TO:

248-951-2922

E-MAIL COMPLETED FORMS TO:

WARRANTY@MICHIGANMOTORZ.COM

MAIL COMPLETED FORMS TO:

MICHIGAN MOTORZ, LLC.
ATTN: WARRANTY REGISTRATION DEPT.
32333 Mally Drive
Madison Heights, MI 48071

ONLINE REGISTRATION FORMS:



**P.D.I. SHEET
(SEA-TRIAL)
FORM**



**ENGINE WARRANTY
REGISTRATION
FORM**