

MJM ENGINES LIMITED WARRANTY CARRY-OUT

MJM Engines provides the following *limited* warranty from defects in workmanship and materials under normal use and with proper maintenance on its rebuilt engine as specifically set forth below: **ADDITIONALLY, ANY NOTES CREATED ON THE CUSTOMER'S INVOICE ARE CONSIDERED PART OF THE WARRANTY.**

DURATION AND SCOPE OF LIMITED WARRANTY:

1. **Long Blocks:** This warranty shall exist for *2 years or 24,000 miles*, whichever occurs first, and shall only apply to parts and labor supplied by MJM Engines. The provisions of this warranty shall apply to all long blocks, unless otherwise specified. (Cam phasers/actuators are not included in the long block)
2. **Heavy Duty Trucks & Commercial Vehicles:** This warranty shall exist for *thirty (30) days or 3,000 miles*, whichever occurs first, and shall expressly apply to all long blocks used in vehicles: (a) one (1) ton or over, or (b) commercial vehicles of any kind; and / or (c) any vehicle used for commercial purposes, including but not limited, delivery vehicles and transport vehicles. Furthermore, this warranty is limited to replacement and / or repair of parts (at MJM Engines' option). Labor is not included.
3. **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. Furthermore, this warranty is limited to replacement and/or repair of parts (at MJM Engines' option). Labor is not included.
4. **Motor Homes:** This warranty shall exist for *thirty (30) days or 1,000 miles*, whichever occurs first, on long blocks when used in motor homes.
5. **New External Parts:** Any new parts that MJM Engines installs have a 90 day warranty from material defects.

OWNER'S RESPONSIBILITY:

1. **Starting Procedures:** Before starting your engine, you must fill the oil filter with oil, prime the engine with oil pump priming tool, ensure oil reaches the tops of all rocker arms before attempting to start. You must use a 30 wt. oil for 500 mile break-in. If the engine does not start right away, you must not crank the engine for an extended period, as this will cause uncovered damage to the lifters, camshaft, cylinders and / or fuel wash.
2. **When the Motor is First Started:** The engine must not idle for the first 10 minutes of running. You must keep the rpms fluctuating between 1500 & 2000 rpms. After 10 min break-in, shut the engine off and adjust the valves if adjustable. Valves will most likely have to be adjusted at 2000 miles.
3. **Break-in Procedures:** During the first 80 to 100 miles, you must not allow the engine to idle for a prolonged period of time, 10 minutes or more. You must vary the engine speed, while driving, and not drive at a constant speed for any prolonged length of time. You must also avoid all hard or abrupt accelerations.
4. **Maintenance:** The oil and oil filter must be changed after the first 500 miles on your remanufactured engine, and every 3 mos. or 3,000 miles thereafter whichever comes first. The air filter and fuel filter must be changed every 6,000 miles. Receipts showing part numbers and date of purchase must be maintained and / or receipts showing service by licensed mechanic must be provided.
5. **New Accessories That Must Be Changed When Installing Our Engines:** Oil pump screen, spark plugs, spark plug wires, distributor cap, rotor, water pump, oil, gas and air filters, thermostats, must be installed new. Fuel injectors must be serviced or replaced, carburetor must be rebuilt or replaced. Receipts showing part numbers, mileage and date of purchase must be maintained.

I hereby acknowledge that the 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 after-market air filters, broken, and / or modified air filters, boxes and / or tubes shall void this limited warranty.
2. **Engine Abuse Voids Limited Warranty:** Any engine abuse of *any kind* voids this limited warranty. Engine abuse, includes but is not limited to, over-revving, racing of any kind, and / or off-road activity of any kind.
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, unusual engine noise. Today's vehicle is far more complex than a few years ago. With that in mind there are numerous preformed hoses and lines where 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 your 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 system that the temperature sensor is not immersed in water but is surrounded by air; thus the sensor cannot read air temperature air and therefore gives the operator a false reading. Small leaks as this must be attended to, they are more damaging than more obvious large leaks in hoses and lines. **Failure to discontinue driving upon becoming aware of apparent defects voids this warranty.**

4. **Reinstall of Existing Parts:** Any existing parts that MJM Engines or customers reinstalls that fails, or causes engine damage or failure during the life of the warranty voids the warranty. Existing parts may include, but are not limited Harmonic Balancer, flex plate, transmission, radiator, hoses, water pump, oil cooler

I hereby acknowledge that that the foregoing acts or omissions irrevocably **void this warranty.**

Customer Initials: _____

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 mechanic other than MJM Engines.
4. Damage caused by overheating or lack of lubrication, including damage cause by oil dilution from fuel contamination. Every engine has heat tabs installed. If heat tabs are removed or burnt, it voids the warranty
5. Oil leaks are not covered after 30 days. **NO EXCEPTIONS.** If MJM Engines installs a customer supplied part there is no warranties of any kind regarding fluid leaks.
6. 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 cylinder head(s), or blown gasket(s).
7. Any bearing damage caused by lack of lubrication, running without the minimum of 5 quarts of oil or foreign material in the oil system, such as dirty intake manifold, dirty tin ware, or an oil cooler re-used after a bearing failure. (Oil coolers cannot be cleaned, they must be replaced.) Gas wash caused by a defective carbonator, fuel injector, or fuel pump.
8. **NO CONSEQUENTIAL OR INCIDENTAL DAMAGES ARE COVERED.** Such 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 herein.

LIMITED WARRANTY CLAIMS PROCEDURE:

1. In the event of an engine problem, you must contact MJM Engines at 222 North Vinewood, Escondido, CA 92029; (760) 745-4104 within three (3) days of first noticing the problem, and give MJM Engines the **first** opportunity to inspect the engine at a mutually convenience 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 with 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 bring the engine to our shop. All engines brought in for motor inspection must have oil pan, timing cover, and valve covers on the motor. If covers are removed prior to inspection, this action will void your warranty and you will lose the right to claim labor if applicable.
3. Any repair or replacement under this warranty does not extend this warranty beyond the original 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**, know the contents thereof, and are executing this Warranty voluntarily.
2. This Warranty is the entire, complete, sole and only understanding and Warranty by MJM Engines, and it cannot be changed except by a written agreement signed by an authorized agent of MJM Engines.
3. This Warranty is executed and shall be construed 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 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 intention of the Parties that if any such provision is held or determined to be illegal, invalid, or unenforceable, there 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 express written authorization of MJM Engines. MJM Engines, however, reserves the right to transfer the obligations of this Warranty at its sole discretion.

Date: _____

Customer Signature: _____

Vehicle Mileage: _____