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ATP Engines & Automotive Machine, Inc. DBA "Marine Engines 4 Less"
New & Remanufactured Engine Limited Warranty Agreement

Marine Engines 4 Less (hereafter "Manufacturer") has put forth great effort to build and sell superior marine long block engines (universally hereafter "Engine"), using only quality parts, the latest equipment, and with highly trained personnel. With this, Manufacturer offers the following New & Remanufactured Engine Limited Warranty Agreement (hereafter "Warranty").

The Warranty is in lieu of and excludes all other warranties and/or agreements between the Parties, either expressed or implied. **The Manufacturer makes no implied warranty of merchantability or fitness for a particular purpose for an Engine.** No employee or agent of Manufacturer is authorized to make or promise any warranty other than for those terms and conditions in the Warranty.

Disassembly of an Engine as provided VOIDS any coverage Manufacturer provides by this Warranty. NO EXCEPTIONS.

A REFERENCE NUMBER MUST BE OBTAINED PRIOR TO AN ENGINE BEING RETURNED TO THE MANUFACTURER FOR SERVICE (OR APPROVED FOR FIELD REPAIRS OR REPLACEMENT PARTS UNDER THE WARRANTY).

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

THERE IS NO WRITTEN OR IMPLIED WARRANTY, NOR SHALL THE PURCHASER RECEIVE WARRANTY COVERAGE IF THERE IS NON-PAYMENT FOR THE SALE WHETHER THAT BE THROUGH A RETURN, REFUND, OR CREDIT CHARGE BACK.

Purchaser's Maintenance of Engine Requirements:

Failure by Purchaser to have these services performed on an Engine will void the Warranty:

- a) Have the valves readjusted (if necessary), and the oil and oil filter changed after ten (10) hours of Engine use;
- b) Have the oil and filter changed every four (4) months or fifty (50) hours, whichever occurs first;
- c) Keep a record of maintenance performed, and keep receipts and work orders. Make sure that the parts, labor, date, hours, and services performed are recorded and written on receipts; and
- d) Follow the break-in procedures that are provided herein.

Acceptance of Warranty / Warranty Coverage Period / Limitations:

By purchasing an Engine from Manufacturer, you the purchaser (hereafter "Purchaser"; collectively hereafter Purchaser and Manufacturer referred to as "Parties") denote your acceptance of the terms and conditions of the Warranty, including all terms and conditions herein, whether Purchaser registers for the Limited Warranty or not. Purchaser means the original purchaser of the Engine, your agents, beneficiaries, or heirs. The Warranty is non-transferable, and the Purchaser may not assign or delegate the Warranty.

Manufacturer warrants its Engine to the Purchaser to be free of defective parts and workmanship for a period of up to twelve (12) months with unlimited hours of pleasure use. Liability under the Warranty extends for twelve (12) months from the date of purchase of the Engine or one (1) year from date of its installation, whichever comes first. Repairs or replacements to the Engine performed by Manufacturer under this Warranty shall not extend the coverage period.

Manufacturer disclaims all liability for damage to its Engine and the Warranty shall not cover an Engine due to Purchaser's improper installation, maintenance, use, or attempts to operate an Engine beyond its functional capacity, intentionally or otherwise, or attempts any unauthorized repairs.

Manufacturer has no duty to perform under the Warranty unless the entire purchase price of the Engine is paid in full. If an Engine fails during normal use because of defective parts or workmanship performed by the Manufacturer and is properly returned to Manufacturer by Purchaser, then the Engine will be repaired or replaced, based upon the Manufacturer's sole discretion. If an Engine is returned and no defect is found with the Engine or the Warranty does not otherwise cover the Purchaser for any reason under the terms and conditions herein, the Purchaser shall pay all shipping and related service fees of Manufacturer, but if there is found to be a defect covered by the Warranty, then Manufacturer shall reimburse Purchaser for direct shipping costs only to and from Manufacturer's facility. *The Warranty is limited to the total amount of charges for the work Manufacturer performed. Distributors, carburetors, water pumps, fuel pumps, emission control devices, gaskets, seals, fluids, and other accessories are not included and must be warranted through the original manufacturer of the accessories, if applicable.*

Manufacturer's liability under the Warranty is limited to the repair or replacement of an Engine, which is returned, prepaid, to Manufacturer, and which is proven defective upon examination by Manufacturer. All decisions as to the cause of failure of an Engine is the sole determination of Manufacturer. The Warranty does not include (re)installation of Engine for Purchaser and in no event shall the Manufacturer's liability exceed what Purchaser paid as the purchase price of the Engine.

Requesting Manufacturer's Services Under Warranty:

To be eligible for services under the Warranty, Purchaser must fill out and return the registration paperwork attached hereto ("Marine Engines 4 Less Engine Warranty Information") prior to the expiration of the Warranty's coverage period, and complete the Warranty Claims Procedure outlined herein prior to the Engine being shipped to Manufacturer (or prior to approval for Field Repairs and/or for Replacement Parts as discussed herein) to be eligible for the services and coverage under the Warranty.

Warranty Claims Procedure:

Purchaser must contact Manufacturer prior to proceeding with repairs under the Warranty. Please have the following information available when calling Manufacturer to schedule services under a Warranty claim:

- Completed form "Marine Engines 4 Less Engine Warranty Information"
- Original invoice number
- Reason for Return
- Manufacturer's serial number
- Purchaser's last name / name of entity
- Date of purchase and installation of Engine

Manufacturer will then issue Purchaser a Return Material Authorization (hereafter "RMA") number. Once Purchaser receives the RMA number, he/she/it must return the Engine as originally purchased (***no additional parts or accessories attached***) for inspection by Manufacturer or its approved authorized dealer or local mechanic to service the Engine. Purchaser shall be responsible for properly packaging the product, paying all shipping costs (to and from Manufacturer's facility), loss or damage of the Engine during shipping, and any other taxes, fees, customs fees, or other charges associated with transporting the Engine to Manufacturer. Manufacturer will not accept collect transportation charges, and any Engine shipped collect shall be refused by Manufacturer. Manufacturer shall not be responsible for additional accessory(s) that has been left on an Engine that was not originally installed by Manufacturer. An Engine must be returned freight prepaid, must be properly packaged and free of any corrosive, toxic or otherwise hazardous chemical. In the event an Engine is left at Manufacturer's facility because Purchaser has not prepaid for the Engine's return shipping or for any other reason, Manufacturer shall provide Purchaser with thirty (30) days' written notice of its intent to discard at its discretion the Engine, and Manufacturer may without liability discard at its discretion the Engine upon the expiration of the thirty (30) days' notice. These shipping requirements apply to all shipping required and/or arising under this Warranty.

Manufacturer shall then arrange for the inspection and repair of the Engine (if necessary), provided such a service is covered under the Warranty. Manufacturer in its sole discretion may determine if the claimed fault or repair requested is covered by the Warranty. Further, if the service is not covered by the Warranty, Purchaser shall pay all related labor and materials/parts charges. If Manufacturer determines an Engine requires service covered under the Warranty, the maximum labor for an Engine replacement or repairs is ten (10) hours or Seven Hundred and Fifty Dollars (\$750.00) in the aggregate, whichever is less. Should Manufacturer deem that a replacement Engine be issued to Purchaser, the Warranty is limited to one (1) replacement Engine no matter how much longer the Warranty is in place for, or if there are any issues with the replacement Engine.

Field Repairs / Replacement:

In certain circumstances Manufacturer may allow for coverage under the Warranty whereby the Purchaser does not return an Engine but rather brings it to a local mechanic approved by Manufacturer (hereafter "Field Repairs"). All Field Repairs and related replacements must be pre-approved by Manufacturer. Manufacturer may in its sole discretion determine whether under the Warranty a Purchaser is authorized to make Field Repairs or is required to return the Engine to Manufacturer for inspection. Further, even after Field Repairs are approved and/or made to Engine, Manufacturer may require in its sole discretion for an Engine to be returned to Manufacturer's facility for inspection under the Warranty.

Replacement: Labor will be paid according to flat rate time at Purchaser's local mechanic's labor rate, not exceeding Seventy-Five Dollars (\$75.00) per hour. Maximum labor for an Engine replacement is ten (10) hours or Seven Hundred and Fifty Dollars (\$750.00) in the aggregate, whichever is less. Should Manufacturer deem that a replacement Engine be issued to Purchaser, the Warranty is limited to one (1) replacement Engine no matter how much longer the Warranty is in place for, or if there are any issues with the replacement Engine.

Field Repairs: Field Repair related work by Purchaser's local mechanic shall be paid according to the time to perform such work as listed in the Chilton's Flat Rate, not exceeding maximum labor for an Engine's repair of ten (10) hours paid at Purchaser's local mechanic's labor rate, not exceeding Seventy-Five Dollars (\$75.00) per hour or Seven Hundred and Fifty Dollars (\$750.00) in the aggregate, whichever is less. *Parts supported by the Manufacturer or by Purchaser at cost.*

Replacement of Engine Parts:

In certain circumstances Manufacturer may allow for coverage under the Warranty whereby the Purchaser returns a part(s) to an Engine (hereafter "Replacement Parts"). Replacement Parts must be pre-approved by Manufacturer. Manufacturer may in its sole discretion determine whether under the Warranty a Purchaser is authorized to request Replacement Parts. However, if

Purchaser completes all Warranty requirements herein and requests a Replacement Parts because he/she/it cannot wait for the Engine to be inspected; Purchaser agrees to pay a deposit equal to shipping costs plus the retail value of the Replacement Parts shipped to Purchaser until the defective part(s) can be inspected by Manufacturer. Purchaser agrees that this deposit will be applied in full to pay for the cost of the Replacement Parts should Manufacturer examine the returned Replacement Parts and determine, in its sole discretion, that it is not defective. If a part is deemed defective by Manufacturer, then Manufacturer shall return the full deposit to Purchaser.

Credits / Restocking:

No Engine will be accepted for a refund beyond sixty (60) days after the date of purchase of an Engine and its shipment by Manufacturer. Only an unused and undamaged Engine will be accepted for return to stock. All credits are based on acceptance of an Engine as new and unused by Manufacturer in its sole discretion. A restocking fee of fifteen percent (15%) of the purchase price of the Engine to be kept by Manufacturer shall apply. Any Engine returned for a credit must have a RA number and be returned freight prepaid. Upon completion within these restocking terms Manufacturer will return to Purchaser eighty-five percent (85%) of the Engine's purchase price.

Extended Warranty (OPTIONAL):

Purchaser may at the time of purchasing an Engine an extension of the Warranty for up to an additional four (4) years ("Extended Warranty"). All terms and conditions of the Warranty shall apply to the Extended Warranty except as follows:

- During the first twelve (12) months of the Extended Warranty the terms and conditions shall stay the same as the Warranty;
- During the subsequent four (4) years of the Extended Warranty the terms and conditions shall stay the same as the Warranty except that Purchaser shall have to first pay to Manufacturer the value of the Engine's depreciation prior to replacement. *The Parties agree in advance that during the second year after purchase of the Engine the Engine's depreciation shall be twenty percent (20%) of the purchase price paid by Purchaser; then each subsequent year the depreciation shall be calculated and paid by Purchaser, as follows: Third year = forty percent (40%); Fourth year = sixty percent (60%); and Fifth year = eighty percent (80%).*

The Parties agree that under a Warranty and/or Extended Warranty that Manufacturer shall never have to replace an Engine more than once, regardless of causes of the damages to the Engine. Further, upon the repair and/or replacement of an Engine and/or any parts to an Engine, Manufacturer shall keep all things being replaced.

Additional Terms & Conditions:

This Warranty is the only warranty or promises made by the Manufacturer applicable to its Engine. This Warranty is understood to be the complete and exclusive understanding between the Parties, superseding all prior agreements, verbal or written, and all other communications between the Parties regarding any other promises or agreements. No installer, or any employee or agent of Manufacturer is authorized to state or imply any other or additional warranty(s).

In no case shall the Manufacturer be liable for any special incidental or consequential damages incurred by Purchaser related to an Engine (including without limitation: loss of profits, loss of revenue, cost of capital, cost of substitute equipment, down time, claims of third parties, and injuries of person or property) based upon breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory.

Owner's Maintenance Responsibilities of Engine Under Warranty:

To insure long engine life and trouble-free performance, the Engine should be properly maintained. This includes, but is not limited to:

1. Oil and filter change after initial ten (10) hours. Then, regular oil and filter changes every fifty (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 the 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 Purchaser. Freezing or low coolant level damage is not covered under the Warranty.

Also Not Covered Under Warranty:

Purchaser must keep all Engine installation and service records with the Purchaser's owner's manual. Purchaser may be required to provide proof of maintenance records in the event a service situation arises under the Warranty. There are many things that can cause an Engine to fail over which the Manufacturer has no control over and are not covered by the Warranty, and some of the reasons, including but not limited to, are as follows:

1. Holes burned in pistons and other piston damage caused by detonation. Be sure Engine is installed, timed, and tuned properly.
2. Excessive operating temperatures. Excessive temperature can be injurious to an Engine's life. There are many causes for excessive Engine temperature over which the Manufacturer has no control.
3. Improper or lack of lubricant.
4. Water intrusion from any source outside of Manufacturer's defect.

5. Melted Heat Tab. Excessive temperatures will cause heat tabs located on the block and heads to melt. If a heat tab is melted, or tampered with, this voids the Warranty. Please see more information about heat tabs herein.
6. Contamination from oil cooler, oil cooler lines, remote oil filter lines or bolt on accessories that have not been properly cleaned.

Additional Exclusions to the Warranty:

These things related to an Engine are not covered by the Warranty, and some of the reasons, including but not limited to, are as follows:

1. Shop supplies used in performing Warranty work (i.e. rags, sealants, lubricants, etc.).
2. Incidental and consequential damages of Purchaser (storage charges, telephone or rental charges of any type, inconvenience or loss of time or income).
3. Engine's minor adjustments and tune-ups; including checking, cleaning or adjusting spark plugs, carburetor settings, distributor settings, filters, belts, controls, and checking lubrication.
4. Failure of Engine caused by neglect, lack of maintenance, accident, abnormal operation, improper installation, improper preparation, improper winterization, improper dealer set-up or improper service, normal wear and tear.
5. Haul-out, launch, towing charges; removal and/or replacement of boat partitions, or material because of boat design necessary for access to the Engine.
6. Transportation charges and/or travel time.
7. Service requested by the Purchaser other than necessary to fulfill Warranty obligations.
8. Use of other than Manufacturer's authorized replacement parts and labor to install these parts when making Warranty repairs.
9. Oil, lubricants or fluids used in normal maintenance of Engine.
10. Purchaser's participation in or preparing for racing or other competitive activity.
11. Starter motors and/or armatures or field coil assembly, which are damaged from excessive cranking, condensation, or submersion of Engine.
12. Water entering the Engine via the intake or exhaust system or submersion.
13. Damage caused by detonation, pre-ignition, or improper tuning or timing.
14. Damage due to improper or modified fuel.
15. Damage from overheating caused by the failure of the cooling system.
16. Use of fuels and/or lubricants that are not suitable for use with the Engine.
17. Failure of any parts caused by lack of cooling water, resulting from starting the Engine out of water or foreign materials blocking intake passages.
18. Air freight, next day air, or any special delivery or customs fees not authorized by Manufacturer prior to ordering of parts.
19. Certain parts may be tested on receipt by Manufacturer. Parts found to be free of defects will be returned to the Purchaser and no credit will be issued.
20. Repairs required because of a fire, accidents, abuse, freezing, negligence, or objects striking the Engine, or misuse of the Engine, such as overloading or racing.
21. Hail, windstorms, lightning, floods, freezing, and other acts of God.

Severability: If any provision, paragraph, or subparagraph of this Warranty 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 Warranty, including any other provision, paragraph or subparagraph. Each provision, paragraph or subparagraph of the Warranty is declared to be separable from each other provision, paragraph or subparagraph and constitutes a separate, distinct covenant.

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

Choice of Law and Venue: The laws of the State of Florida will govern the interpretation, validity, and effect of the sale of the Engine and/or this Warranty as such laws are applied to agreements entered into and to be performed entirely within the State of Florida. Unless otherwise agreed in writing by Manufacturer, Purchaser agrees that any legal action arising out of and/or resulting from a dispute over the sale of the Engine and/or this Warranty shall be heard before the applicable County or Circuit Court in and for Marion County, Florida, or, if applicable, the United States District Court for the Middle District of Florida. Purchaser agrees it shall not raise forum-non convenience as a reason to avoid litigation in the above referenced Courts. Purchaser also always waives his/her/its right to a jury

trial for all matters. *In the event Manufacturer is the prevailing party in any such litigation it shall be entitled to recover its reasonable costs, including attorney fees, incurred in such litigation.*

PLEASE SEE THE FOLLOWING PAGES FOR ADDITIONAL INFORMATION AND FORMS RELATED TO THE WARRANTY

About Engine Heat Tabs

The following information about engine heat tabs is very important:

All cylinder heads and engine blocks have a heat tab attached to them by a special aluminum paste. **HEAT TABS DO NOT FALL OFF!**



If the heat tab on the left IS, melted, distorted, and/or dimpled, this condition **VOIDS** the warranty.

This center is OK, NOT melted, distorted and/or dimpled in any way.

A heat tab is a round metal disk with a special center material that is designed to melt, distort, or dimple if the cylinder head exceeds a safe operating temperature (these tabs melt at 260 degrees or more).

The warranty is VOID if the heat tab is missing, melted, distorted, or dimpled, in any way.

Know that:

- Cracks in a cylinder are the result of a problem, not the cause.
- A warped cylinder head is a result of a problem, not the cause.

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Marine Engines 4 Less Engine Warranty Information

The warranty will be activated when Marine Engines 4 Less receives this returned warranty registration page, filled out by the purchaser with any other needed information by mail, fax (352-458-5002), or email (warranty@marineengines4less.com) - use "Warranty Registration" as the subject).

Mail Warranty Registration Information to:

Warranty Department
PO Box 830178
Ocala, FL 34483

**Please fill out the following information and keep a copy for your records.
This information can be sent to us by mail, fax, or email (see above).**

Marine Engines 4 Less Invoice Number: _____

Purchaser Name (First, Last): _____

Engine Part Number (see invoice): _____

Engine Serial Number (see side of engine – red sticker): _____

Type of Engine (cubic inch/liter): _____

Date Installed: ____/____/____

Installed by: _____

***Owner Signature:** _____

Printed Name: _____

*By signing above, you acknowledge that you understand the terms of the warranty agreement and will follow them should a warranty claim be needed.

MARINE ENGINE BREAK-IN PROCEDURES

"Break-In" Procedures for 4-cycle GM/MerCruiser Engines

IMPORTANT: The first 20-hours of operation will have a dramatic affect relative to overall engine performance and expected engine life. Proper break-in practices reduce the potential for excessive oil consumption. It also helps to achieve better engine performance levels for a longer period of time.

FIRST 20-HOURS:

1. Change Oil & Filter after First 10-15 hours of use.
2. ALWAYS let the engine warm up to normal operating temperature before accelerating.
3. Avoid fast accelerations and don't carry or pull a heavy load during this period.
4. Check the engine oil frequently.
5. During the 1st 50-100 hours, the engine can use more oil than usual. Maintain oil at proper level but do NOT overfill.
6. Vary the boat speed during break-in.
7. Do not run on the same RPM for very long.
8. Observe gauge readings and check for loose mountings, fittings, nuts, bolts, and clamps.

BREAK IN STEPS:

1. For the 1st hour, do no exceed 2000 RPM and vary RPM continuously.
2. For the 2nd hour, do not exceed 3000 RPM.
3. For the next 5 hours, do not exceed 4000 RPM.
4. After the first 10 hours of operation, change your engine oil and oil filter and have an engine checkup. If you do not know how to do this procedure, then have a certified mechanic or boat dealer do this.
5. During the final 10 hours of break-in, after warming the engine to operating temperature, it is permissible to operate at full throttle for five to ten minutes at a time. Momentarily reduce and then increase engine speed to assist break-in of rings and bearings.
6. Occasionally reduce engine speed to idle to provide cooling periods.
7. After the break-in, your engine may be operated at any RPM within the limits for the engine.
8. Observe gauge readings and check for loose mountings, fittings, nuts, bolts, and clamps.
9. Vary the boat speed during break-in.

ENGINE OIL REQUIREMENTS:

- We recommend using 25W40 Pennzoil or Oil meeting the API specifications of SJ/CH4/CG4 is acceptable.
- Pennzoil Marine 25W-40 is recommended.
- Synthetic oil that meets the API specifications of SJ/CH4/CG4 is acceptable to use AFTER 100 hours of operation with the recommended conventional oil.

AFTER FIRST 20-HOURS:

To help extend the engine life for a new GM/MerCruiser engine, consider the following recommendations.

1. Refrain from extended periods of Wide-Open-Throttle. We recommend cruising at $\frac{3}{4}$ throttle or below for longer term operation.
2. Change the oil and filter regularly.



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Engine Serial Number (see side of engine – red sticker): _____

Type of Engine (cubic inch/liter): _____

Date Installed: ____/____/____

Installed by: _____

***Owner Signature:** _____

Printed Name: _____

*By signing above, you acknowledge that you understand the terms of the warranty agreement and will follow them should a warranty claim be needed.