

P.O. Box 3668 Cranston, RI 02910 877-639-2881 www.centerstateengine.com

# Center State Engine Exchange Inc. New & Remanufactured Engine Limited Warranty

This limited warranty is in lieu of and excludes all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purchase.

#### **WARRANTY TERMS:**

We have put forth great effort to build and sell the best possible product, using only quality parts, the latest equipment, and with highly trained personnel. With this, we offer the following warranty.

#### **Acceptance of Warranty Terms:**

You, by the purchase of a product from Center State Engine Exchange Inc. ("Center State Engine", "Us", "Our") that is covered by the Center State Engine New & 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.

Center State Engine warrants our New and Remanufactured Engines to the original purchaser to be free of defective parts and workmanship for a period of 12 months with unlimited hours of pleasure use. This warranty begins on the day of invoice. Repairs or replacement under warranty will not extend the warranty coverage. No benefits or remedies are available under this warranty while the invoice for the unit remains outstanding. This warranty is non-transferable. If any part performed by the manufacturer fails during normal use because of defective parts or workmanship performed by the manufacturer and is returned to us by the purchaser, then it will be repaired or replaced, based upon the manufacturer's discretion.

This warranty is limited to the total amount of our charges for the work we performed. Distributors, carburetors, water pumps, fuel pumps, emission control devices, gaskets, seals, fluids, and other accessories that were not included at time of original purchase are not included and must be warrantied through the original manufacturer, if applicable.

ALL WARRANTY REPLACEMENTS AND FIELD REPAIRS MUST BE PRE-APPROVED BY CENTER STATE ENGINE. A REFERENCE NUMBER MUST BE BE OBTAINED BEFORE ANY SERVICE IS PERFORMED OR RETURNED TO THE MANUFACTURER.

Marine Longblock: 12 months of coverage/ unlimited hours of pleasure use

#### Replacement:

Labor will be paid according to flat rate time at your current shop labor rate, not exceeding \$50.00 per hour. Maximum labor for marine engine replacement is 10 hours or \$500.00, whichever is less.

Should Center State Engine deem that a replacement unit be issued to the customer, the warranty is limited to that one replacement engine no matter how much longer the original warranty is in place for.

### **Field Repairs:**

Parts supported by the manufacturer or by customer at cost. Field repair work will be paid according to the time to perform such work as listed in the *Chilton's Flat Rate* at the warranty or Center State Engine' allotted time only, not exceeding \$50.00 an hour or \$500.00. This labor allowance will only be paid for engines found defective due to poor workmanship or defective parts **only**. No labor allowance will be paid or issued due to abuse or negligence or non-manufacturer's defects. Maximum time/labor allowance for field repairs shall not exceed replacement time/labor amount of 10 hours.

Our liability shall not exceed the price that the purchaser paid for the engine. Any claim made for more than the invoiced amount, minus tax and original shipping costs, will be denied.

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

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

# How do you get service?

In order to be eligible for this warranty, you MUST fill out and return the warranty registration paperwork and checklist (page 6 of this document) within 30 days of the engine being shipped to you in order to be eligible for the service and coverage deemed by this limited warranty.

## **Warranty Claims Procedure:**

You must contact Center State Engine BEFORE proceeding with any warranty work. Please have the following information available when calling:

- Original invoice number
- Center State Engine serial number
- Last name of purchaser
- Date of installation

Center State Engine will then issue you a Return Material Authorization (RMA) number. Once you receive this RMA number, you are required to return the product as originally purchased (*no additional parts or accessories attached to the unit*) for inspection by Center State Engine or authorized Center State Engine dealer to service the product. We are <u>not</u> responsible for damages during shipping to and from our facility during warranty transportation nor are we responsible for additional accessories that have been left on the engine that were not originally installed by Center State Engine.

Center State Engine shall then arrange for the inspection and repair (if necessary), provided such a service is covered under the warranty. Center State Engine will advise if the repair is minor and can be made by the installer. Center State Engine in its sole discretion may determine if the claimed fault or repair requested is covered by this warranty. As the purchaser, you are responsible for properly packaging the product, paying all shipping costs (to and from our facility), loss or damage of the product during shipping, and any other taxes, fees, customs fees, or other charges associated with transporting the product to Center State Engine. Further, if the service is not covered by the warranty, purchaser shall pay all related labor and material charges. We will not accept collect transportation charges. Any products that are shipped collect will be refused.

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

IF THIS WARRANTY PAPERWORK IS NOT RETURNED TO US WITHIN 30 DAYS OF RECEIPT OF ENGINE, THE WARRANTY WILL BE AUTOMATICALLY CONVERTED TO A 3 MONTH WARRANTY.

## Installer's Responsibility:

Please make sure that the following is adhered to:

- 1. Explain warranty coverage and service procedures to the owner.
- 2. See that the Certification of Installation paperwork is completed and mailed to Center State Engine.
- 3. Diagnose all complaints to determine the cause. If cause is not due to material or labor furnished by the manufacturer, request for credit shall not be submitted.
- 4. The installer must run-test the engine prior to installation. Center State Engine will not be responsible for any costs and/or charges associated with removal, repair, or installation of any such engine that was installed without being run tested.

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# Owner's Responsibility:

You've made an excellent choice in purchasing a Center State Engine New or 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.

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 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 engine 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 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 on page 5 of this warranty.

#### What is not covered by the warranty?

- 1. Shop supplies used in performing warranty work (i.e. rags, sealants, lubricants, etc.).
- 2. Incidental and consequential damages (storage charges, telephone or rental charges of any type, inconvenience or loss of time or income).
- 3. Minor adjustments and tune-ups; including checking, cleaning or adjusting spark plugs, carburetor settings, distributor settings, filters, belts, controls, and checking lubrication.
- 4. Failure 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 product.

- 6. Transportation charges and/or travel time.
- 7. Service requested by the customer other than necessary to fulfill warranty obligations.
- 8. Use of other than Center State Engine authorized replacement parts and labor to install these parts when making warranty repairs.
- 9. Oil, lubricants or fluids used in normal maintenance.
- 10. 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, submersion.
- 12. Water entering the engine via the intake or exhaust system or submersion.
- 13. Damage caused by detonation, pre-ignition, 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 product.
- 17. Failure of any parts caused by lack of cooling water, which results from starting motor 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 Center State Engine prior to ordering of parts.
- 19. Certain parts may be tested on receipt by Center State Engine. Parts found to be free of defects will be returned to the customer and no credit will be issued.
- 20. Repairs required as a result 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.

#### **Additional Terms & Conditions**

Dispute Resolution: You agree that a dispute between you and Center State Engine will be resolved exclusively in Ocala, Florida. Any suits filed elsewhere shall be considered nonbinding and considered a breach of warranty. All statute of limitations that would otherwise be applicable in a judicial action brought by a party will apply.

*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.

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

### **Maintenance Requirements**

- a) You must, at your own expense, have the valves readjusted (if necessary), and the oil and oil filter changed after 10 hours of engine use. Failure to have these services performed will void the warranty.
- b) You must, at your own expense, have the engine oil and filter changed every four months or 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.
- d) Follow the break in procedures that are provided with this warranty packet. This may apply only to marine engines.

# **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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# **Center State Engine Exchange Inc. Engine Warranty Information**

The warranty will be activated when Center State Engine 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@centerstateengine.com - use "Warranty Registration" as the subject).

# **Mail Warranty Registration Information to:**

Warranty Department 3666 NE 25<sup>th</sup> Street Ocala, FL 34470

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).
Center State Engine 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: