



R201904C

Remanufactured Engine

Terms and Conditions and Limited Warranty Policy

Customer Name	Engine	Purchase Date	Tracking #
CUSTOMER NAME	YEAR MAKE MODEL 0.0L OPTIONS CODE	PURCH DATE	PRO NUMBER

All 6 pages of this document must be signed and returned before your engine can be shipped

General Limited Warranty

Period and Applicability

All of our products are warranted against defects in workmanship or materials to the original purchaser for a period of 2 years beginning on the date of delivery of the products at no extra cost to you. All warranties, express or implied, including but not limited to the implied warranty of title, the implied warranty of merchantability, and the implied warranty of fitness for a particular purpose are limited to a period of 2 years from the date of delivery. All of our warranties are non-transferrable, may not be assigned, and extend only to the original retail purchaser of a product.

What is Not Covered

Our warranty expressly does not cover and does not apply to:

Engine damage attributed to shipping. This applies to freight shipments, local pickups and local deliveries; it is your responsibility to inspect and refuse damaged shipments.

Engine damage attributed to installation errors or shortcuts; it is your responsibility to ensure the installation is performed accurately with or without a hired mechanic.

Engine damage attributed to oil starvation; it is your responsibility to avoid prolonged exposure to low oil pressure and to ensure the engine is operating with sufficient oil at all times.

Engine damage attributed to overheating; it is your responsibility to avoid prolonged exposure to temperatures above normal operating temperatures

Head gaskets blown under any circumstance; it is your responsibility to avoid prolonged exposure to overheating that leads to a blown head gasket.

Engine damage attributed to engine timing settings (the position of timing chains, belts, tensioners); it is your responsibility to ensure that the belts, chains, sprockets, and tensioners are set properly.

Accessories on your engine that did not accompany the long block at the time of purchase. Examples:

- We do not sell or provide emissions systems, fuel management systems, cooling systems, electrical systems, etc.
- We do not sell or provide oil pans on some engines
- We do not sell or provide valve covers on some engines
- We do not sell or provide rear main oil seals installed on some engines
- We do not sell or provide timing belts and timing belt tensioners on any engines

Ancillary expenses used to obtain or purchase parts, or for additional services such as storage or towing.

Labor expenses incurred by customers for the installation, removal, diagnostics, repair or replacement of an engine.

Customer Signature _____

Date _____

What Voids Your Warranty

Doing any of the following will void this warranty:

- Opening, repairing, modifying or enhancing your engine without prior authorization by us
- Failing to strictly follow our express instructions and requirements related to the installation, break-in, and maintenance of a product.

Commercial Use Vehicles

Engines installed on commercial use vehicles are not warranted unless the vehicle is street legal and compliant with local, state and federal laws. The vehicle must have and maintain a registration for street use.

Performance Use Vehicles

Engines installed on performance use vehicles are not warranted regardless of any warranty period specified on this policy.

Installation, Break-in and Maintenance Requirements

The following is a summary of our Installation, Break-in, and Maintenance Requirements. For the first 500 miles, you must use any synthetic or non-synthetic oil that meets your factory weight and viscosity requirements in the engine. You must change the engine's oil and filter at approximately 500 miles of use after installation of the engine ("Break-in period"). During the Break-in period, vehicle speed must remain at or under all posted speed limits and engine rpm must be kept well below redline at all times, before, during, and after installation.

After the Break-in period has been completed, oil changes are required at factory specified intervals. After the Break-in period has completed, use only factory recommended oil.

A copy of our full Installation, Break-in, and Maintenance Requirements will be provided to you with deliver of your product. It is imperative that you follow the full Installation, Break-in, and Maintenance Requirements. Failure to do so will void this Limited Warranty as indicated above.

Warranty Claim

All warranty claims must be accompanied by a copy of the original purchase receipt or invoice. This is usually an email delivered from PayPal or the credit card processing company. All warranty claims must be accompanied by a copy of the oil change receipt performed at the end of the break-in period. All warranty claims must be accompanied by a copy of the current registration of the vehicle to determine vehicle use compliance.

Warranty Claim Fulfillment

The defective engine or a deposit must be secured by us prior to sending a repaired/replacement engine to you. When we determine the cause of engine failure is a specific defective part or component during the warranty period, it will be repaired/replaced at no cost to you. We will, in most cases, include specific necessary gaskets needed to reinstall the engine.

You agree to pay for all shipping expenses when sending an engine to us for diagnostics and/or repair/replacement. We agree to pay for shipping expenses when returning an engine to you after diagnostics and repair/replacement.

If we determine the cause of engine failure is attributed to your negligence (see "What is Not Covered"), it will be repaired/replaced at your expense. In this case, the your may request photos and information used to substantiate the cause of failure. We will provide you with a repair estimate that includes parts, labor and return shipping. You have the right to either accept or refuse this work and the associated expense. If refused, you may request to have the engine returned to you at your own expense.

Customer Signature _____

Date _____

Terms & Conditions

Introduction

Thank you for your interest in our products. It is important that you read these Remanufactured Engine Terms and Conditions and Limited Warranty Policy (“Terms and Conditions”) carefully. These Terms and Conditions apply to all purchases by a buyer (“you” or “yours”) from Engines-USA and our affiliates, subsidiaries, and DBAs (collectively “we”, “us”, “our”, or “ours”). By using our website, ordering our products online or through any online platform such as ebay.com, or making a purchase directly from us you agree to accept these Terms and Conditions. Any and all offers for the sale of goods by us (whether online, direct, or by catalogue) shall include these Terms and Conditions. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT PURCHASE A PRODUCT OR SERVICES FROM US.

General

We amend these Terms and Conditions from time to time. Each time you seek to make a purchase from us, check to see if these Terms and Conditions have been updated or changed. Each order will be subject to the Terms and Conditions in effect when that order is submitted to us.

Ordering Products

You must live in the United States and be at least 18 years or older to place an order for a product from us. We accept orders for products directly, through online third party portals, through our website, and by catalogue. You agree to thoroughly read each order and product description prior to placing an order with us. When you place an order with us, you are offering to purchase a product from us. After you place an order from us, we use a third party credit card processor or PayPal.com to process your payment. If you pay by credit card, when we process your payment for an order, we will email you a credit card receipt, invoice, and acknowledgement of receipt of your order. If choose to pay by PayPal.com, PayPal will send you an invoice acknowledging our receipt of your order and then you must confirm the purchase and make the payment through PayPal. You consent, acknowledge, and agree that we may send electronic mail to your designated e-mail address and that if you use a cellular phone to receive, access, write, and send emails, you consent to any and all data charges that your mobile provider may charge you for the receipt of all emails that we may send you.

At any time after the receipt of an order, we may accept, decline, or place quantity or other limits on your order for any reason. We reserve the right to not accept any order from you including, without limitation, where stock is not available, there has been an error in the advertised price or product description, or if we believe (in our reasonable opinion) that the applicable order has been placed for commercial purposes, fraudulently, or otherwise in breach of these Terms and Conditions. If we reject, limit, or otherwise modify your order, we will attempt to notify you using the e-mail address you provide to us. We reserve the right not to accept any order notwithstanding that we had charged you for the order. In the event that payment has been made and your order is not accepted by us and/or cancelled, we will refund the purchase price to you in full subject to our Cancellation and Returns Policy. We only supply products and services for domestic, private, family, and household use. You agree not to use the products or services for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

In-person orders may be placed at our facility in Chatsworth, California. The terms in this “Ordering Products” section apply to in-person orders.

Core Deposit and Refund Procedures

If your order includes a core deposit, we will pick up your old engine (“core”) at our expense. We will inspect each component of the core for damage and for failure causes. If any component is damaged beyond our capability to put that component back into service for another customer, we make a market value deduction for that component from your core deposit. Within thirty days after inspecting your core, we will process whatever refund is available to you and return to you any deductions applied. In some cases we can refund your deposit on your credit card (assuming we are not limited by the credit card processing company by the time elapsed from your original purchase date), otherwise we may send a check by mail to the billing address we have on file for you. You agree that we may offset any core deposit refunds by additional delivery, handling, or shipping charges that are incurred when delivering your ordered product to you. For further details regarding our core deposit and refund policy, please refer to our [Core Deposit Refund Procedures](#) that we send to you or that you may request a copy of.

Customer Signature _____

Date _____

Price and Payment

Payment must be received by us in full prior to our acceptance of each order. Order processing is contingent upon credit card approval and/or PayPal approval and may be delayed should we experience difficulties in obtaining authorization. Title to the product you order passes to you, or, in other words, you become the owner of the ordered product when we receive payment in full, including any and all delivery charges, and the ordered product is made available to be picked up for shipment and delivery at our facility. The prices of the products and services will be as quoted on our website or other third party platform when you submit your order. Unless expressly stated otherwise, the price for a product or service: (a) Does not include installation, accessories, replacement parts, extended warranties, or delivery, handling, or shipping charges; (b) Is in United States Dollars; and (c) Is exclusive of sales tax.

Each time you submit credit or debit card or other payment information to us, you represent that: (a) You are authorized to use the credit or debit card or other payment account; (b) The information you supply to us is true, correct, and complete; (c) Charges incurred by you will be honored by your credit or debit card company or other payment system provider; and (d) You will pay charges incurred by you at the current advertised prices, as well as all applicable taxes, if any, and all applicable delivery, handling, and shipping charges.

If an order appears fraudulent in any way, we reserve the right to cancel the order and notify the card holder and the proper authorities.

Telephone orders can be placed by calling 1-888-936-4463 Ext 1.

Orders made in person at our facility may be paid for using cash in full. When your in-person order for an engine or product is completed, you must pick up your engine or product by will call at our facility.

Shipping and Delivery

You agree to pay for all delivery, handling, and shipping charges. When you place an order, we estimate what the actual delivery costs will be and include that amount in the order total price. However, circumstances may arise that cause the delivery of your ordered product to incur additional delivery fees and surcharges and you agree to pay such additional delivery fees surcharges and expressly give us permission to charge the credit card that you provide to us when you make an order for such additional delivery fees and surcharges. Examples of how you can avoid additional delivery fees and surcharges include but are not limited to not inviting the delivery driver to deliver the pallet into your facility or not letting the delivery driver wait more than ten minutes. We deliver to any address throughout the United States. We cannot deliver to a Post Office Box or APO/FPO addresses. Delivery time and price may vary depending on your location and the product that you have purchased. If possible, we will contact you to arrange delivery and an estimated delivery date. Delivery will be 'curbside' delivery to the US address specified in your order. You must provide a delivery address where someone will be available to sign for the receipt of your product. If no one is available at the time of delivery to sign for the product you may incur a 'missed delivery' surcharge and the product will be returned to and held at the local terminal, in which case, please contact us to rearrange delivery. Delivery of an order shall be completed and all risk in the product (including risk of loss and/or damage to the products) shall pass to you when the product is delivered to the address you gave us. We shall be under no liability for any delay or failure to deliver products if the delay or failure is caused by circumstances beyond our control. If we are unable to meet the estimated delivery date because of an event outside our control, we will contact you with a revised estimated delivery date. If any product is damaged during transit, you must contact us at 1-888-936-4463 Ext 2 within 24 hours of delivery. Once the damage has been verified, you agree to pay for shipping expenses to exchange a product damaged during transit. It is your responsibility to inspect and refuse damaged shipments.

Customer Signature _____

Date _____

Returns, Exchanges, and Cancellations

You have the right to cancel any order you place with us within 14 days from the date you place the order without giving us any reason. All sales are then final after 14 days of the order date. We do not charge a cancellation or restocking fee in the event you cancel an order within 14 days of the order date. To cancel an order within 14 days of the order date, you must inform us of your decision to cancel by phone by calling 1-888-936-4463 Ext 2 or sending an email to billing@engines-usa.com. If you are emailing us or writing to us please include details of your order to help us identify it. We will provide you with further instructions on how to return your product.

All returns must be unused and fully functional to be eligible for a full refund. Products that are used, damaged, or do not have a valid invoice may be denied a refund. Exchanges must be unused and fully functional to be eligible for a credit. You agree to pay all delivery, handling, and shipping charges when you cancel an order after the product has left our facility and before the product arrives at your address and you give us consent and permission to charge your credit card or to deduct these expenses from your refund payment. You agree to pay all delivery, handling, shipping expenses when cancelling or exchanging an engine at your own discretion and you give us consent and permission to either charge your credit card, to deduct these expenses from your refund payment, or to deduct these expenses from your core deposit refund payment. It is your responsibility to verify the accuracy of the engine and/or part selections that you order. You agree to pay for all delivery, handling, and shipping expenses when exchanging an inaccurately purchased engine and/or parts and you give us consent and permission to charge your credit card or to deduct these expenses from your core deposit refund payment.

Customer Signature _____

Date _____

Additional Terms

No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by a party to, or waived of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

These Terms and Conditions shall be governed by the laws of the State of California. These Terms and Conditions constitute the entire agreement and understanding between you and us with respect to the delivery of and payment for the products you order. Venue and jurisdiction for any claim arising under these Terms and Conditions or relating to any product you order shall be in the state or federal courts in the County of Los Angeles, California.

If any provision in these Terms and Conditions be found invalid or unenforceable by a court of competent jurisdiction, the remainder of the Terms and Conditions shall not be effected thereby.

These Terms and Conditions shall prevail notwithstanding any contrary terms and conditions of any other submitted by you to us for the product you order. In the event of a conflict between these Terms and Conditions (or any portion thereof) and any other agreement now existing or hereinafter entered into between you and us, these Terms and Conditions shall prevail. Headings used in these Terms and Conditions are for reference purposes only and shall not be deemed a part of these Terms and Conditions.

Should any payment not be made within 30 days of the date billed or invoiced under these Terms and Conditions, you agree to pay all of our reasonable attorneys' fees and costs involved in the collection of any and all sums due hereunder even if such collection does not require judicial process or intervention. Additionally, the prevailing party in any legal action brought by one party against the other shall be entitled to reimbursement for its actual expenses incurred thereby, including reasonable attorneys' fees.

Purchase Confirmation and Warranty Activation

By signing below, you agree to the terms and conditions contained within this document and hereby confirm the above purchase.

Customer Signature _____

Date _____

**Please print and sign ALL 6 PAGES of this document with wet ink.
At this time we are unable to accept electronic signatures. Thank you!**

You can return by email, fax or mail:

EMAIL	FAX	MAIL
billing@engines-usa.com	888-936-4463	Engines-USA 21744 Marilla St Chatsworth, CA 91311

1-888-936-4463 voice and fax

Sales Ext 1 sales@engines-usa.com	Billing & Core Refunds Ext 2 billing@engines-usa.com	Shipping & Core Pickups Ext 3 shipping@engines-usa.com	Customer Service Ext 4 service@engines-usa.com	Tech Support Ext 5 tech@engines-usa.com
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