

Remanufactured Engine

Terms and Conditions and Limited Warranty Policy



R202004a

Customer Name	Engine	Purchase Date	Tracking #

All pages of this document must be signed before your product can be shipped

General Limited Warranty

Period and Applicability

Unless otherwise stated in the Special Terms and Conditions Section at the end of these Terms and Conditions which may reduce or modify the applicable warranty period, 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. Unless otherwise stated in the Special Terms and Conditions Section at the end of these Terms and Conditions which may reduce or modify the applicable warranty period, 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 contamination or deterioration; it is your responsibility to avoid prolonged exposure to inadequate oil, to check the condition and level of your oil proactively, and to change the oil before it is compromised.

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.

Rear main oil seals under any circumstance; if a rear main oil seal is provided to you (whether installed on your long block or contained within your gasket set), it is your responsibility to inspect, measure and verify the integrity of the seal.

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 or valve covers 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 instructions and requirements related to the installation, break-in, and maintenance of a product.

This warranty will be suspended while your purchase is underfunded or unfunded as a result of a balance due, a payment reversal, because you have sent us an unusable or unexpected core, or because you have not sent us any core that is being secured by a core deposit. This warranty will be reinstated without extending the expiration date when there is no outstanding balance due on your account and we have received a usable and expected core.

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.

Modified Passenger Vehicles and Performance Use Vehicles

Engines installed on performance use vehicles or passenger vehicles that have been modified from factory configuration (e.g. aftermarket turbos, superchargers, fuel management systems, etc.) 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 initial fill, you should use oil that is intended for break-ins, or at minimum a non-synthetic oil (avoid friction reducing agents). When in doubt, seek professional help or consult with your dealership. For the first 500 miles, you must use oil that meets your factory recommended weight and viscosity requirements. 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. The intervals should begin as if your odometer has been reset to 0. After the Break-in period has completed, use only factory recommended oil. An additional copy of our full Installation, Break-in, and Maintenance Requirements will be provided to you with delivery of your product.

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 the payment processing company. All warranty claims must be accompanied by a copy of the receipt for oil used at time of installation and all receipts for subsequent oil changes performed after 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

If an engine purchased by you becomes non-functioning, the defect in the purchased engine may be caused by a number of different reasons, some of which are not covered by our warranty (see "What is Not Covered") and some of which are covered by our warranty. To fulfill a warranty claim, we must physically inspect the non-functioning purchased engine at our facilities to ascertain the nature of the defect. Since the nature of the defect cannot be known until after our inspection, you agree to pay a flat shipping fee of \$575 to ship the purchased engine to our facility. You must deliver the non-functioning engine or a deposit to us prior to us sending a repaired/replacement engine to you. If we determine the cause of engine failure is a specific defective part or component during the warranty period covered by our warranty, we will refund the shipping fee to you, we will repair or replace your purchased engine at no cost to you, and we will pay for shipping expenses to return the repaired or replacement engine to you.

If we determine the cause of engine failure is attributed to your negligence (see "What is Not Covered"), the purchased engine will be repaired or replaced at your expense. In this case, you may request photos and information used to substantiate the cause of failure. 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 with no repair/replacement at your expense. If you do not collect your un-repaired property within 10 calendar days, storage fees will begin accrue (see "Storage Fees" section within Terms & Conditions).

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 AAAEngine 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.

Price and Payment

Payment must be received by us in full prior to our acceptance of each order. Order processing is contingent upon 3rd party payment processor 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.

Customer Signature _____

Date _____

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 1-888-467-0123 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 by your acts or omissions that cause the delivery of your ordered product to incur additional delivery fees and surcharges. You agree to pay such additional delivery fees and surcharges and expressly give us permission to offset and deduct these fees and surcharges from your core deposit refund payment and/or any other refund payment we may owe to you. Examples of additional delivery fees and surcharges include but are not limited to those presented in the rate schedule below.

\$105 Missed Delivery Attempt - The delivery destination must be open and accessible for delivery at the scheduled time, or there will be a freight fee for a "missed delivery"

\$110 Inside Delivery - The prearranged shipping cost included in your purchase is for "curbside delivery" where the street meets the driveway or entryway to your facility. Do not expect or invite the driver to place the pallet inside your facility, or there will be an "inside delivery" freight surcharge.

\$165 Unable to Unload Truck - If you declined to pre-pay for liftgate service at time of purchase, you are responsible to move the engine from the back of the freight truck onto the ground. If you don't have the proper equipment at the time of delivery there will be a "missed delivery" fee in the amount of \$105, liftgate service will automatically be added prior to the next delivery attempt along with a "liftgate service" surcharge in the amount of \$55.

\$105 Driver Waiting - If the freight driver must wait more than 10 minutes to access the freight or because you are unable to move the engine from the back of the truck to the ground in a timely manner, there will be a freight fee for "waiting".

We deliver to any address throughout the United States. Delivery will be 'curbside' delivery to the US address specified in your order, where the truck arrives and stops at the curb where your driveway meets the street, and does not include liftgate service to either lower an engine to the ground or raise an engine into the truck. Additional shipping services, such as lift gate service, residential delivery, guaranteed delivery date, insurance, etc., can be purchased at any time before your order is shipped, by calling our Shipping Dept at 888-467-0123 x2 and prepaying for the services that you require. We cannot deliver to a Post Office Box or APO/FPO addresses. You must provide a delivery address where someone will be available to sign for the receipt of your product. 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. If no one is available at the time of delivery to sign for the product, we will leave you a note that the product has been returned to our depot, 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.

Your engine should arrive at your facility tightly wrapped in plastic and secured to a pallet with metal banding. It is your responsibility to inspect, refuse, and make note of damaged shipments at the time of delivery. If any product appears to be unwrapped, unsecured, or damaged from transit, you must either refuse the shipment or annotate the delivery receipt at the time of delivery with notes that adequately describe the damage, and you must contact us at 1-888-467-0123 Ext 2 within 24 hours of delivery. If the product does not appear to be damaged upon delivery, you must continue to inspect the product and contact us within 24 hours of delivery if any internal damage is identified. If you believe you identify damage incurred during shipment, you agree to allow and accommodate a freight inspector to observe the damaged product at your facility. Once the damage has been verified, we will exchange the product at no cost to you. If you fail to refuse a damaged shipment, neglect to annotate the delivery receipt, or failure to contact us within the timeframes above, you agree to pay for all shipping expenses to exchange a product damaged during transit, and you agree to pay for product repairs or replacement and you expressly give us permission to offset and deduct these charges from your core deposit refund payment and/or any other refund payment we may owe to you.



Customer Signature _____

Date _____

Non-functional Products

Due to the inherent nature of manufactured products, both new and remanufactured, there is always a risk of defective parts or workmanship. Similarly, there are many opportunities for installer error or operator negligence that result in symptoms which can be misinterpreted as a defective product. The determination of whether the product is defective after it has been installed and used cannot be assumed. Because we are a mail order company without resources to deploy at customer sites, we must be involved in the determination of the root cause of the problem. You agree to ship and deliver any non-functioning product to our facility at your expense where it can be inspected. We will share the inspection report with you, including photos and videos when requested and when possible.

The non-functional engine or a deposit must be secured by us prior to sending a repaired/replacement engine to you. You agree to pay a flat shipping fee in the amount of \$575 when sending a non-functional engine to us for inspection, diagnostics and/or repair/replacement. If we determine the cause of a non-functional engine failure is a specific defective part or component during the warranty period covered by our warranty, we agree to refund your shipping fee payment, we will repair or replace the engine at no cost to you, and we agree to pay for shipping expenses when returning a repaired or replacement 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"), the purchased engine will be repaired or replaced at your expense. In this case, you may request photos and information used to substantiate the cause of failure. 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 with no repair/replacement at your expense. If you do not collect your un-repaired property within 10 calendar days, storage fees will begin accrue (see "Storage Fees" section within Terms & Conditions).

Core Deposit, Core Shipping and Core Refund Procedures

If your order includes a core deposit, it may not be practical to pick up your old engine ("core") and issue you a refund due to the fluctuating market value of cores and fluctuating shipping rates. The decision to pick up your core and issue you a refund is solely at our discretion. If we do not pick up your core, we will inform you in writing, you will not be issued a refund, and you will retain your core. If we do pick up your core, it will be picked up and shipped at our expense less any surcharges and fees that are incurred as a result of your acts or omissions either at the time of pickup, for a delayed pickup, or while in transit to our facility. Your core will be picked up using the same shipping services that were used at time of delivery of your new engine. If you require different or additional services to pickup your core that were not used at the time of new engine delivery, you are responsible for these services unless you have requested and prepaid for these services at time of purchase.

The core that we receive from you must match the product that you purchased from us exactly, or it cannot be accepted in exchange for your deposit. In this case, the inaccurate core continues to be your property while located at our facility, it will begin to accrue storage fees (see "Storage Fees" below), the value of your inaccurate core cannot be assessed and applied to your purchase, and therefore your core deposit cannot be refunded. We may elect to receive a substitute engine and if so, we will grant you written authorization to accept a substitute engine.

Your core must include all of the required components necessary for a full refund: block, connecting rods, cylinder heads, timing covers, bolts, etc. In some cases, you should also include the oil pan and valve covers (please call us if you're unsure). Your core must be stripped of all ancillary and extraneous parts that are not part of the longblock. A disassembly surcharge in the amount of \$100 will apply to remove and dispose of these ancillary parts. If you require these parts to be returned to you, these parts will be packaged and shipped to you at your own expense. You will be responsible for shipping expenses and insurance at your own discretion. Your core must be drained, dry and empty of all fluids. If fluids are discovered within or excreting from the core during delivery, at the time the core arrives at our facility, or at the time the core is being disassembled and processed within our facility, a freight cleanup fee or a hazardous fluids disposal surcharge will apply in the amount of \$100. Your core must be secured to a pallet using heavy duty twine, rope, baling wire, coat hangers, or crating. Crating is the safest way to avoid deductions resulting from freight damage while in transit. Protect your core from the elements with a plastic tarp or trash bag. Your engine must be secured to a pallet that is 36" x 36" or larger, or there will be a freight repackaging surcharge and additional shipping weight surcharge in the combined amount of \$125. The core must be prepared and accessible for pickup at the scheduled time, or there will be a freight surcharge for a "missed-trip" in the amount of \$105. The prearranged shipping cost included in your purchase is for "curbside pickup" where the street meets the driveway or entryway to your facility. Do not expect or invite the driver to collect the pallet from inside your facility, or you will be subject to inside pickup fees in the amount of \$110. Unless you have pre-paid for liftgate service, you are responsible to move the core from the ground up onto the back of the freight truck. If you are unable to place the pallet onto the truck at the time of pickup, you will be subject to a missed pickup fee of \$105 and will be required to pay for a liftgate freight truck in the amount of \$55 prior to the next pickup attempt. If the freight driver must wait more than 10 minutes to access the freight or because you are unable to place the core on the back of the truck in a timely manner, there will be a freight surcharge in the amount of \$105.

Customer Signature _____

Date _____



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 it to you after any deductions are applied. Once your core has been processed, the assessment is final and not subject to adjustment or reversal since the components of your core are now machined and reassembled into new finished goods or scrapped. 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 or when picking up your core engine from you. For further details regarding our core deposit and refund policy, please refer to our [Core Deposit Refund Procedures](#) that we send to your or that you may request a copy of.

Storage Fees

Your engine may be at our facility for any number of reasons, including the initiation of a product return, a product exchange, a discretionary cancellation, or while in the warranty process. Your core may be at our facility because you have errantly provided a core that we elected not to receive and we notified you in writing or because your core does not match the product that you purchased from us and you provided a substitute without our authorization.

While your engine or core is at our facility, it may be necessary for you to provide authorization to proceed with warranty repairs or replacement, to provide payment for repairs, replacement, or shipping expenses, to retrieve your engine or core without additional repair or replacement, or to retrieve your engine or core that was sent to us in error. If we do not receive required communication or action by you (authorization, payment, retrieval) within 10 calendar days of the date such communication or action is due, your engine or core will be considered abandoned.

We will notify you by phone, email, and mail using the contact information that we have for you on file that your product has been abandoned, what action is required by you, the market value of the property, the rate schedule for storage fee accrual, and the total outstanding debt that you have with us.

Beginning on the 10th day after our notification has been sent, each abandoned product will begin accruing storage fees as illustrated in the rate schedule below. You hereby grant to us a continuing first priority security interest in each of your abandoned products as security for the satisfaction of all amounts you owe to use and give us permission to file a UCC-1 financing statement to perfect our security interest in your abandoned product with the appropriate State agency which will constitute a lien on your property.

Combined debt value at \$500 or less:

Weekly Storage Fees = Combined debt value that includes the market value of Property ÷ 2

Combined debt value at \$501 or more:

Weekly Storage Fees = Combined debt value that includes the market value of Property ÷ 4

At the time your cumulative debt surpasses the determined value of your property, we will exercise all rights available to us at law. If we foreclose on an item of property we will file a lien release termination statement with the appropriate State agency. No further notices will be issued to you from our office.

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 1-888-467-0123 Ext 2 or sending an email to billing@aaaengine.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. You agree to pay all delivery, handling, and shipping charges when you return or cancel an order after the product has left our facility and you give us consent and permission to deduct these expenses from your refund payment, or to deduct these expenses from your core deposit refund payment.

Exchanges must be unused and fully functional to be eligible for a credit. You agree to pay all delivery, handling, and shipping expenses when exchanging an engine at your own discretion and you give us consent and permission 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 deduct these expenses from your refund payment, 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.

Special Terms and Conditions

Customer Initials _____

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 _____

1-888-467-0123 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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