

ATK High Performance Engine Warranty Agreement

ATK warrants to the original purchaser that each engine sold by ATK shall be free of defects in materials and workmanship. Subject to the following terms and Conditions:

Definitions: Long Block: As used in this warranty refers to (basic block, cylinder head, valve train, internal components and sheet metal) as supplied by ATK, including those parts and accessories as supplied by ATK.

Short Block: As used in this warranty refers to (basic block, crankshaft, connecting rods and pistons) as supplied by ATK, including those parts and accessories as supplied by ATK. Short Block's carry a 90 day warranty from the date of sale with no provision for labor claims.

Terms:

Stage I, II, and Stage III Warranty: These warranties shall exist for 24 months or unlimited miles. Warranty term begins on date of sale. Engines used in marine applications that are not cataloged carry a warranty term of 30 days with no provision for labor claims. ATK does not recommend engines be used as marine engines unless cataloged as such.

Standards:

Subject to the limitations listed herein. ATK, at its option, shall repair or replace a product within the warranty term after determination by ATK that the product is defective due to parts and/or workmanship. All products are to be returned to ATK for inspection. Products not returned to ATK will not be warranted. All repairs and/or replacements covered by this warranty must be authorized by ATK. Unauthorized repairs will not be paid.

Limitations:

This warranty applies to products originally supplied by ATK. This warranty does not apply to or include any of the following:

- 1. Damage as a result to installer error.
- 2. Damage as a result of OVERHEATING, LACK OF LUBRICATION, or CONTAMINATION.
- 3. Damage resulting from PRE-IGNITION or DETONATION. This includes but is not limited to: melted or broken piston, broken piston rings, damaged cylinder heads, leaking head gaskets, etc.
- 4. Broken crankshafts, broken connecting rods, broken or damaged piston rings, broken valve train resulting from excessive R.P.M.
- 5. Repair or replacement required as a result of any accident or misuse.

- 6. Repair or replacement of any accessory or service item, including specifically but not limited to: all components of the cooling, fuel, electrical, and ignition systems including belts, hoses, and filters.
- 7. Replacement of any aftermarket part used in the engine. ATK is not responsible for defective parts supplied by aftermarket companies that may have been used in the build process such as (Distributors, Carburetors, Lifters/Valve Train, Water Pumps, Fuel Pumps, and Oil Pumps etc.) Most of the parts will carry there own warranty through the proper vendor. When an engine is purchased with the optional Dyno Test and Tune session we are able diagnose a defective part at that time and will change it out until the problem no longer occurs. This will not insure a part is not defective and premature failure can still arise after the engine has left our facility.

Limited Liability:

ATK's liability under this warranty is limited solely to the repair or replacement of defective product. ATK shall not be liable for any incidental, special, consequential or exemplary damages including but not limited to rental cars, towing fees or for any service not expressly provided for herein, relating or arising from the ATK product.

Limited Warranty:

This warranty is given in lieu of all other warranties, expressed or implied, including any warranty of merchantability, or fitness for a particular purpose, on the part of ATK or the dealer installing the engine. No dealer nor any agent or employee thereof, is authorized to extend or modify this warranty.

Labor for Stage I, II, and III Warranty:

ATK authorized repairs will be compensated at a rate not to exceed the Mitchell Repair Manual's published applicable flat rate schedule. Hourly rates for all authorized labor claims will be paid in accordance with the original installation rate, not to exceed \$42.00 per flat rate hour and a maximum labor liability of \$350.00 per occurrence. Do-it-yourself repairs and repairs performed by unlicensed repair facilities do not qualify for labor reimbursements.

Additional Owner/User Obligations:

Initial Startup: Valves must be re-adjusted to manufacturer's specifications. Due to various component designs, cylinder head re-torque may or may not be required in your particular application. Refer to factory shop manual for the proper procedure for your engine type. If for any reason you are unsure what action to take, please contact our customer service department via our toll free number at 800-421-3746. First service between 600-1000 miles after installation: Oil and filter must be changed, valves re-adjusted and cylinder heads re-torqued (refer to initial startup instructions). Failures to perform these basic operations may result in a voided warranty.

Not legal for sale or use on any pollution controlled vehicle

Return Policy

1. All merchandise is eligible for return within 14 days of date of delivery.

- 2. Merchandise must be authorized for return by High Performance Engines and will be identified with a "RMA" "Return Merchandise Authorization" number.
- 3. All merchandise returned will be subject to a 15% restocking fee.
- 4. Refunds will be credited back to customer accounts within 14 days of the completed inspection of the returned merchandise.

Engine Purchase Policy

In order to purchase an engine ATK requires a 50% non refundable deposit. In case of a cancellation the 50% deposit will not be refunded.

Corporate Mailing Address: ATK High Performance Engines 1102 W.N Carrier Pkwy Grand Prairie, TX 75050