

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 in the Continental 48 states. Subject to the following terms and Conditions:

Award Winning Customer Support

ATK is proud to have been named winner of the Frost & Sullivan North American Remanufactured Engines & Transmissions Aftermarket Customer Service Leadership of the Year Award. We are committed to making your purchase as easy and carefree as possible, and our on-hand service technicians are available to answer any technical questions.

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.

Engines Built for Forced Induction/Racing Purposes/Elite Series: These engines will be noted as such. They will carry a limited warranty of 6 months against manufactures defects covering PARTS ONLY.

TERMS:

Stage I, II, and Stage III Warranty For Engines: These warranties shall exist for 24 months or unlimited miles. Warranty term begins the day the engine ships (NOT INSTALL DATE). Engines used in marine applications that are not cataloged as such carry no warranty whatsoever. Marine Engines Carry an 18 Month Unlimited Hour Warranty. Please refer to www.atkvege.com for detailed Marine Engine Warranty Documentation.

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. Any product used for competition, racing or related purposes.
2. Damage as a result to installer error.

3. Damage resulting from OVERHEATING, LACK OF LUBRICATION, or CONTAMINATION.
4. 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.
5. Foreign objects entering the cylinder creating damage to pistons, cylinder walls, etc.
6. Broken crankshafts, broken connecting rods, broken or damaged piston rings, broken valve train resulting from excessive R.P.M.
7. A crankshaft thrust surface that is worn due to excessive forward pressure placed on the rear of the crankshaft.
8. Repair or replacement required as a result of any accident or misuse.
9. 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.
10. 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 their own warranty through the proper vendor. When an engine is purchased with the optional Dyno Test and Tune session we are able to 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.

Disclaimers:

1. Applications are not verified and are not legal for pollution controlled vehicles. Computer controlled vehicles may need updated ECM, Chips, Fuel Systems, Etc. Please verify application before ordering.
2. HP/TQ Measurements vary slightly from engine to engine. Accordingly, power measurements are typically within +/- 3% on our dyno (your dyno sheets).
3. ATK Reserves the right to substitute parts or change specifications on all products offered.
4. All images are for illustrative purposes only. Actual engine may vary in color, dress level and components used.

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 freight charges, 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.

Governing Law and Venue:

The terms and provisions of this Limited Warranty shall be governed by and construed according to the laws of the State of Illinois, without reference to its rules relating to the choice of law provisions. Any action at law, suit in equity or judicial proceeding for the enforcement of this Limited Warranty or any provision thereof shall be brought exclusively before the United States District Court for the Northern District of Illinois or any state court sitting in Cook County, Illinois.

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. As of January 1st, 2024, the Hourly rates for all authorized labor claims will be paid in accordance with the original installation rate, not to exceed \$95.00 per flat rate hour per Mitchell book time or comparable application. ATK does not pay extra hours due to the type of vehicle or extra work needed due to customization, show cars, etc. Do-it-yourself install/repairs and repairs performed by unlicensed repair facilities **DO NOT** qualify for labor reimbursements.

Additional Owner/User Obligations:

Initial Startup: 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