

EMP WARRANTY INFORMATION



Engineered Marine Products (EMP) warrants that its products are manufactured free from defects in materials and workmanship (the Warranty). The Warranty is in effect for a period of *two (2) years* from the original date of delivery for all EMP products, provided, that if the EMP product is used in connection with commercial, rental or other income producing activity, the effective period of this warranty is limited to ninety (90) days from the original date of delivery. The Warranty is subject to the additional terms, conditions and limitations set forth below.

The Warranty shall become void if it is determined by EMP, in its sole discretion, that products submitted for warranty consideration failed due to:

1. ordinary wear and tear resulting from the operation and/or use of the EMP product, adjustments, or tune-ups;
2. improper maintenance, improper installation, misapplication, alteration in any way whatsoever from their original design or negligence in use;
3. damage caused by:
 - a. use of any accessory or part not manufactured or sold by EMP;
 - b. operation with fuels, oils, lubrications or the like, which are not suitable for use with the EMP product;
 - c. use in an engine operating in a competitive or racing type environment; or
 - d. water entering engine cylinder(s) through exhaust system or carburetor(s).

Any claim under this warranty shall be made in writing within the warranty period. The EMP product on which the claim is made must also be shipped, freight prepaid, to EMP for inspection, during the warranty period. A Warranty Claim Authorization number must first be obtained from EMP by calling (205) 216-0560.

To obtain warranty service for a claim without labor, return the EMP product alone with proof of the date of the original retail purchase, freight prepaid to the distributor from whom the EMP product was purchased, the distributor will then forward the product to EMP for evaluation. If the product is determined by EMP to be eligible for Warranty, EMP will credit the distributor and the distributor will credit the dealer.

To obtain warranty service for a claim with labor, return the EMP product and any other related damaged parts, along with proof of the date of the original retail purchase, freight prepaid, to: Engineered Marine Products, 260 Scotland Drive, Alabaster, Alabama 35007.

The purchaser must provide:

- (i) a valid invoice, receipt or other ticket identifying the part and/or accessory, the date of purchase, and proof of payment;
- (ii) a written statement declaring the specific application in or on which the EMP part was installed;
- (iii) the equipment and engine model and serial numbers;
- (iv) the retail customer's name and address;
- (v) a statement as to whether the EMP part was installed by a qualified mechanic/technician or by the consumer;
- (vi) the suspected reason(s) for failure of the part(s); and
- (vii) a warranty claim authorization number obtained from EMP.

Product purchased and properly installed by a qualified dealer and determined by EMP to be defective, may be eligible for labor reimbursement. If the claim for warranty is determined by EMP to be valid, EMP will advise the dealer of the extent of EMP's responsibility. EMP will settle all labor claims directly to the dealer. Credit for the defective part(s) and the part(s) related to the Warranty repair, only, will be issued to the distributor. The distributor will then issue credit to the dealer.

The obligation of EMP under this warranty shall be limited to the repair or replacement, at EMP's option, of a defective EMP part or parts as is necessary to remedy the malfunction resulting from defects in material or workmanship and reimbursement of mechanic's labor time as determined by the applicable OEM flat rate at the **Area's Prevailing Average Shop Rate**.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN AS PROVIDED HEREIN; THIS WARRANTY IS EXPRESSED IN LIEU OF ANY OTHER WARRANTY; THIS WARRANTY SHALL SERVE AS THE CUSTOMER'S EXCLUSIVE REMEDY. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE IS APPLICABLE.

Any warranty, which may be implied or imposed by law, is limited to the duration of this warranty. EMP shall not be liable for any incidental or consequential damages for breach of any expressed or implied warranty relating to the products other than as provided herein. Some states do not allow limitations on how long an implied warranty lasts, to the exclusion or limitation of incidental or consequential damages, so the limitation or exclusion may not apply. This warranty gives you specific legal rights which vary from state to state.