

ENGINE SPECIALISTS PTY LTD

Installation Procedures, Warranty terms and Conditions.

APPLICABLE TO REBUILT, REMANUFACTURED DIESEL AND PETROL ENGINES (SOLD AS A LONG ASSEMBLY) IMPORTANT READ CAREFULLY BEFORE FITTING THIS ENGINE!

If you are the owner and/or fitter of this engine, it is crucial that you do not overlook the contents of this document. The warranty is non-transferable and is applicable only to the original purchaser.

AUTOMOTIVE APPLICATIONS: The long engine assembly is covered for a period of 6 months / 10,000 km or 12 months 20 000km on some engines (whichever occurs first - conditions apply) from the invoice date.

INDUSTRIAL & MARINE:

The long engine assembly is covered for a period of 3 months / 400 hours (whichever occurs first - conditions apply) from the invoice date.

WARNING: The engine warranty will not be honoured if the documented Installation Procedures and Warranty Terms & Conditions, as outlined in this document, are not fully complied with. This includes returning the fully completed Warranty Validation Form after engine installation. Please read this Warranty document carefully. If after reading the Warranty Terms & Conditions you find that it does not meet your expectations, do not install the engine. You may return the engine to the point of purchase for a refund (conditions apply).

GENERAL ADVICE TO PURCHASER AVOID REPEATING THE ORIGINAL PROBLEM WITH THE REMANUFACTURED ENGINE

Very few engines reach "retirement age". Most engines disassembled for evaluation reveal that common failures are often related to poorly or incorrectly serviced and/or worn ancillary equipment. Ancillary equipment requires periodic servicing even after being installed on the re-manufactured engine. Visual inspection alone cannot determine if components like the fuel pump, injectors, turbocharger, thermostat, radiator, etc., are functioning properly.

WARNING: Unserved turbochargers, worn-out harmonic balancers, and particularly unserved fuel injection systems have been confirmed as causes of serious premature engine damage. Installing these on the re-manufactured engine without reconditioning or replacing them will void the warranty and may cause damage to the engine.

Qualified diagnostic advisers are available to assist in tracing the cause of the original engine's failure. The cost of a phone call could save you from future unnecessary trouble and expenses, which may not be covered by warranty.

This document also contains clauses that apply under the Australian Consumer Law, specifying the rights and entitlements for the consumer, including replacement, refund, repair, and compensation depending on the nature of the defect or issue.

Our goods come with guarantees which cannot be excluded under the Australian Consumer Law.

You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Please note that the above clause only applies where you make a valid claim pursuant to the Australian Consumer Law.

Without limiting the effect of the Australian Consumer Laws, Engine Specialists Pty Ltd (referred to as ES from here on) may take into consideration the following non-exhaustive list of factors in assessing the validity of any claim made under the Australian Consumer Law, particularly where:

- there is in fact any fault or defect;
- you changed your mind;
- ES brought to your attention any hidden defect before purchasing the part;
- you examined the part before purchasing or fitment and should have noticed the fault;
- you used the goods in a manner which caused the goods to become unacceptable, damaged or to fail;
- you took reasonable steps to avoid the quality becoming unacceptable, damaged or to fail;
- something occurred which was beyond human control and that occurred after the part was supplied. In the event that ES finds that any of the above have occurred, ES may investigate, oppose or defend that claim under the Australian Consumer Laws.

Note: ES will vigorously defend any claims made under the Australian Consumer Law to the full extent possible at law including but not limited to proving that you failed to fit the product in accordance with ES' recommendations; you caused damage to the engine; you have abused or misused the product; and that your claim.

FITTING REQUIREMENTS

COMPULSORY FITTING REQUIREMENTS TO VALIDATE YOUR WARRANTY

1. The re-manufactured engine purchased has been assembled to a set configuration. Compare it with your old engine, as differences in components may exist. Any required changes are at your own expense, regardless of circumstances.
2. **Fuel Injectors:** Ensure they are new or reconditioned by a Qualified Injection Specialist before installation. Assuming old injectors are good can lead to expensive mistakes.
3. **Fuel Injection Pump:** Must be new or reconditioned by a Qualified Injection Specialist before installation.
4. **Injection Pump Timing:** Must be accurately set to the manufacturer's specifications.
5. **Overhead Camshaft or Balance Shaft Drive Belt(s):** Renew where applicable and set the timing according to the manufacturer's manual.
6. **All Air, Oil, and Fuel Filters:** Must be renewed prior to start-up.
7. **Induction System:** Ensure it is thoroughly cleaned and airtight.
8. **Cooling System:** Thoroughly examine and replace necessary components such as fan belts, thermostat(s), radiator, pressure cap, radiator/heater hoses, water pump, and viscous fan.
9. **Exhaust System:** Check for leakage or blockage.
10. **Turbocharger:** Must be new or reconditioned by a Turbo Specialist before installation.
11. **Oil Cooler:** Consider replacing it if contaminants are suspected.
12. **Harmonic Balancer Dampener:** Must be closely examined, as it is a critical component.
13. **Starting the Engine:** The correct method of priming the oil system before start-up must be followed.
14. **Marine Commercial and Industrial Applications:** Warranty is void if the engine is not run-in on a dynamometer before installation.
15. **Cylinder Head and Tappets:** If cylinder head bolts have not been torqued using the angle torque method, re-torque them after the initial warm-up and at specified intervals.

WARRANTY EXCLUSIONS

This warranty does not cover the following:

- Engines run low or without oil. **WARNING:-** Oil consumption can be normal in the initial 5,000km running-in stage. The oil level must be checked daily and topped-up where necessary. Do not compensate any oil consumption by overfilling the engine with oil as it will cause excessive splashing in the crankcase, over lubricating in the cylinders and will restrict the rings from bedding-in

- Oil consumption due to cylinder bore glazing. **WARNING:-** The first 5,000km of operation is crucial. Extended warm-up and idling time must be totally avoided within this running-in period

- Overheated engines. Familiarise yourself with the location of the heat tab on your engine cylinder head/engine block prior to installation (approximately the size and shape of a five cent coin). All engines are supplied with a heat tab which must not be removed or tampered with.

WARNING:- If the heat tab has been removed or the centre of the heat tab is melted or distorted, a claim for warranty will not be accepted.

- Engines damaged due to faulty fuel injection pumps or injectors.

- Engines not fitted according to listed requirements.

- Damage from overhead, camshaft belt or balance shaft drive belt failure.

- Oil and coolant leaks after three months.

- Head gasket failure due to incorrect torqueing.

- Damage from airborne contamination entering the air intake system.

- Damage caused by operating against instrument warning devices.

- Engines fitted with aftermarket turbochargers, supercharging systems, or modified for additional horsepower/torque from tuning products, or modified exhaust system which including deletion of the EGR valve or Diesel Particulate Filter (DPF).

- Transportation/freight damage.

Where ES has organised the freight and also included the freight charge on the sales invoice, you have enjoyed the benefits of a cheaper freight rate due to our established bulk freight rate. However, we are not the carrier and therefore, will not be held responsible for any damage or loss incurred in the transportation process. All claims are to be taken up directly with the Freight Company concerned. We cannot guarantee that their decision will be to your favour.

- Marine and industrial engines not run-in on a dynamometer.

- Over-spiced/over-revved or overloaded engines or not serviced in accordance with the manufacturers service intervals.

- Freight charges, travelling time, diagnosis time, towing, and hire vehicle charges and such charges will not be reimbursed, regardless of the circumstances.

- Unauthorised repairs, alterations, or dismantling. Outside labour charges exceeding the established \$80.00 per hour rate and job times in excess of established ES job time frames and Industry Repair Times Guides.

- Normal operational wear and tear. If you expect more than what is being offered by this warranty, do not fit this engine. Return it to the point of purchase for a refund (conditions apply).

WARRANTY PERIOD

This warranty covers the re-manufactured engine against defective workmanship and materials during the Warranty Period, provided all Installation Procedures are met, and the Warranty Validation Form is returned fully completed.

WARNING:- All claims will require detailed invoices/receipts proving that all conditions were met at the time of the engine installation. Failure to produce these detailed invoices/receipts on demand will void any warranty entitlement.

Automotive and Commercial Applications: 6 months / 10,000 km or 12 month / 20,000km on some engines (whichever occurs first).

Industrial & Marine: 3 months / 400 hours (whichever occurs first).

Performance Engines: N/A Due to the applications used for

WARRANTY BENEFITS

Automotive Applications: Warranty covers engine removal and re-fitting charges related to approved warranty repairs for the period stated above, provided prior approval is obtained. Freight charges, travelling time for mechanics, diagnosis time, towing, demurrage, down-time and charges for hire vehicles, loss of profits or consequential loss or damage are not covered under our Warranty Policy and such charges will not be reimbursed, regardless of the circumstances.

Industrial & Marine: Warranty covers removal and re-fitting times up to a maximum of 12 hours, provided the engine was run-in on a dynamometer. Accordingly, any problems such as oil and coolant leaks, etc which had become apparent under 'simulated' operating conditions may be rectified prior to engine installation.

Freight charges, travelling time for mechanics, diagnosis time, towing, demurrage, down-time and charges for hire vehicles, loss of profits or consequential loss or damage are not covered under our Warranty Policy and such charges will not be reimbursed, regardless of the circumstances.

General:

- ES will supply components required for authorised claims and may use used components if that is all that is available.
- Labour rates and repair times are pre-set. Repairs exceeding these rates and times will not be reimbursed.
- Parts ES will supply free of charge all components required to rectify any authorised claims and also reserves the right to supply used components in certain circumstances.
- Labour Rates and Repair Times have been set by ES to accommodate repairs undertaken outside of the ES Workshop or authorised repairers. The ES warranty hourly rate is set at \$80.00 (incl GST) and the various job/repair times have been established in accordance with both the ES Workshop experience and the manufacturer's specified factory times.

Any 'out of ES' Workshop repair' which exceeds the established ES labour rates and times will not be reimbursed by ES, regardless of the circumstances. All repairs which are deemed warrantable must be conducted in our own Workshop. ES may at its discretion authorise the repair to be undertaken 'outside' due to circumstances which provide convenience to the purchaser/owner. If this is authorised, any labour rate and times which exceed the ES' established labour rate and times will not be reimbursed nor paid for by ES, regardless of the circumstances.

WARNING:-If you are expecting more than what is being offered by our warranty, do not fit this engine. Return the engine to the point of purchase and a refund will be arranged (conditions apply)

Reimbursement of costs to Purchaser. If the engine has been inspected by ES and has been deemed warrantable, ES (at the Company's discretion), ES may in its absolute discretion reimburse reasonable charges for outside preliminary inspections, its removal and return.

Exclusions ES will not recognise or be held responsible for time spent on fault finding and/or diagnosis, towing charges, travelling time, demurrage/down time, loss of profits, consequential damage or loss. ES cannot be held responsible for any implied or verbal representations outside the invoice description of the goods sold and warranted.

ES will not recognise any Warranty Claim where the failure or defect is caused by:

- The non-compliance of our compulsory fitting requirements as outlined.
- The conditions as outlined in -"WARRANTY EXCLUSIONS"

HOW TO CLAIM ON THIS WARRANTY

1. Complete and return the Warranty Registration/Validation Questionnaire within 30 days of the invoice date.
2. Cease engine operation immediately upon any malfunction and notify the ES
3. Submit a Customer Warranty Claim/Validation Form promptly.
4. Depending upon the situation and/or the severity of the problem, our Warranty Department may require the engine to be inspected in our workshop. If the engine is requested by our Warranty Department to be returned to our workshop, the purchaser must at its own cost return the engine to our Brisbane Workshop at 25 Tradelink Rd Hillcrest QLD 4118 for inspection, regardless of State where purchased.
5. Liability will be accepted only after inspection and determination by ES.
6. ES may recover out-of-pocket expenses if the claim is not accepted.
7. If ES accepts liability under the Warranty Claim, ES (if possible) will within a reasonable time propose alternative repair measures to the purchaser. The Purchaser must accept one of the repair measures proposed by ES within a reasonable time
8. The purchaser must not engage any third party repairers to undertake warranty repair works unless ES gives written authorisation to commence repairs which may include labour charges fixed at standard factory amounts and at an hourly rate stipulated by the ES Warranty Department.
9. If ES instructs or gives authorisation for a warrantable repair to be undertaken by an outside repairer (a third party repairer), ES does not provide any warranty for such work undertaken by the third party repairer.
10. If there is a dispute arising in relation to liability or the validity of the Warranty Claim, a mutually acceptable third party expert opinion may be obtained at the purchaser's expense. The third party Engineer must be from the MVRIA or the Office of Fair Trading or be a recognised Automotive Consultant with membership of the SAE and IAME.
11. Any opinion expressed or determination made by the third party expert shall not bind ES or the purchaser.
12. If ES declines the Warranty Claim, but is used as the repairer, the purchaser must sign a release form prior to commencement of the repair. Cleared funds only will be accepted as payment.