

Please read & fill out attached warranty registration form to activate warranty.

This warranty registration must be received within 45 days from the time of purchase.

All items under warranty are subject to the direct inspection of Choate to determine the applicability of the subject warrant. Should Buyer dispute Choate's determination regarding the applicability of any warranty, Buyer and Choate may agree to an inspection performed by an agreed third-party at Buyer's cost. This warranty constitutes the entire agreement between Choate and Buyer and may not be modified or amended except in a signed writing. If any provision of any warranty is contrary to any law to which it is subject, such unlawful provision shall be ineffective without invalidating the other provisions, which shall remain in full force and effect. All warranties shall be construed and interpreted in accordance with, and governed by, the laws of the State of Tennessee. All disputes, demands, claims, actions, causes of action, suits, proceedings and litigation between or among the parties or relating to any warranty herein shall be filed, tried and litigated only in a court located in Hardeman County, Tennessee.

Your new warranty is:

5 Year /100,000 miles **

This warranty is not a full coverage warranty. Please review your warranty carefully.

This warranty will cover re-manufactured Short and Long Block Engines that are built by Choate, unless otherwise stated. From this page on engines will be referred to as "unit(s)" "unit(s)" and/or "engine(s)" unless otherwise stated. Fuel Pump, Injectors, and Turbo warranties and warranties on accessories are based on the supplying manufacturer's warranty. **

** All the engines rebuilt by Choate are machined to higher than factory specifications and hold a 5year non-commercial warranty. Gasket and Fluid leaks are protected under the warranty for 1 year from the purchase date (parts and labor). Parts are protected for 2 years. This warranty is limited to 3 years/62,000 miles for parts and labor, and the 2 remaining years or 38,000 miles are for parts only. Labor rates are restricted to \$50.00/hr. shop rate using Mitchell flat rate times.

Choate Commercial Warranty 1 Year / 20,000 miles

(Extended Warranty) This will include vehicles such as: Farm equipment, Taxis, Tow-Trucks, Ambulance or Police vehicles, snow plows, off-highway usage and delivery vehicles.

Accessory warranties, including Turbos and Injectors, are based on the warranty of the supplying manufacturers.

Warrantied labor on parts not re-manufactured by Choate (i.e. Fuel Pumps, Injectors, or Turbos) is only for a term of 6 months from the purchase date. The Choate commercial warranty is limited to 1,000 hours for basic coverage without purchase of extended warranty.

Diesel Doctor Extended Commercial Warranty 3 Year / 60,000 miles

Choate's exclusive extended commercial warranty carries the same premium coverage as the standard warranty. Parts and Labor on seal and gasket leaks are limited to 6 months, labor is limited to 1 year. The Choate extended commercial warranty is limited to 2,500 hrs.

Warranty Coverage Details

Choate will warrant the original buyer on any unit purchased from defects in materials and workmanship. The rights in course of action, regarding repairs or replacements of any warrantied units, is solely reserved by Choate. By entering into this contract with Choate the buyer accepts that there will not be any refunds for units used or installed in any way. Choate retains full discretion on any compensation or refund regarding unused units. All decisions made by Choate are final. If a warranty claim is made, all warrantied units must be returned with complete service history including: proof of purchase with date and invoice, mileage of vehicle at installation, and current mileage of vehicle.

This warranty will be null, and void and Choate will assume no responsibility of liability on any unit in which a required core has not been returned to Choate under this warranty. This warranty will be null, and void and Choate will assume no responsibility of liability on any unit that holds an invoice with an open balance (i.e. before warrantied repair or replacement is considered by Choate, all cores must be returned to Choate and all bills must be paid in full).

In the case of a failed unit, the buyer must immediately contact Choate to notify them of said failure. The buyer must fill out a Warranty Approval Form after contact has been vested. This form will be faxed or emailed by Choate. Further instructions shall be given to buyer once the

form has been completed and received by Choate. A defective unit must be returned to Choate for inspection before a replacement unit will be sent out to buyer.

Once a unit has been inspected by Choate and the cause of failure is detected, Choate will then give written documentation describing the condition of the unit and decide, to the best of their ability, what caused the failure or malfunction. Choate will make the decision on the validity of the warranty claim contingent on the inspection report. The buyer will then be contacted by Choate and notified of findings of inspection and subsequent actions that will be taken.

In the case that a unit needs immediate servicing and the buyer opts to not wait for said unit to be returned to Choate for further inspection, service, and possible repairs or replacement, it is possible for a replacement unit to be purchased for the full, current MSRP of unit, along with core charge and shipping. when the defunct unit is received by Choate the unit will be reviewed, and the core charge will be refunded to buyer. During review of the unit, it will be inspected for warrantied damage. If the failure is covered under the terms of the warranty, Choate will refund the buyer for the full purchased price of the replacement unit. If the failure was caused by any issue not covered under the warranty, charges will be figured based on the parts necessary to return unit to Choate standards, and the buyer will receive a refund of the difference (if any) between purchased price of the replacement unit and the cost of parts necessary for repair.

Specific Oil (as required), as per the accompanying documents on unit, MUST be used on unit for warranty to be applicable.

All shop labor rates are set at \$50.00 per hour based on Mitchell Labor Guide up to a maximum of \$2,000.00 per occurrence. There are no exceptions. Balance of labor is to be paid by customer as a deductible for coverage. There will be no additional costs for shop materials.

Buyer MUST submit attached Warranty Registration Form and return core within 45 days of purchase or warranty will be VOID. We recommend that you also email a copy of the Warranty Registration Form to Choate in case any paperwork gets lost in shipping. Buyer also acknowledges that regular scheduled maintenance must be performed on the purchased unit. Choate reserves the right to request maintenance records on the purchased unit to validate warranty.

Buyer specifically acknowledges that the unit purchase may require additional accessories/components and must be properly installed, or the warranty may be void. The limited warranty will be void and not apply to defects or failures caused by:

- 1. Accident, abuse, abusive driving or an operation for which it was not designed, or alteration from the original manufacturer's specifications
- 2. Incorrect installation
- 3. Incorrect application and conversions

- 4. Incorrect Oil is used in unit
- 5. Unit is run without oil
- 6. Unit is run out of oil due to seal leaks
- 7. Neglect or regular maintenance as required to maintain full warranty
- 8. Head gasket failures directly related to high timing from aftermarket tuning or failure to perform a proper hot "re-torque" with the use of ARP head studs as described with engine installation manual

Buyer also acknowledges that proper maintenance procedures are required to keep the unit in proper working order. Choate will not assume any responsibility for the cost of this routine maintenance. The Buyer acknowledges:

- 1. The buyer must notify Choate of any warranty claim prior to repair for assignment of an authorization number
- 2. All attached documents and tags MUST be read, filled out and followed in order to activate the Warranty
- 3. Choate reserves the right to inspect the unit if a warranty claim has been filed
- 4. The Buyer may be required to deliver/ship the unit to Choate for further inspection where deemed necessary
- 5. Failure to comply will result in a Voided Warranty
- 6. Buyer will also be required to fill out a Warranty Approval Form and have it faxed back to Choate the same day Choate was notified of problem involving the unit
- 7. Buyer understands that any Warranty Claim may take up to 5 business days before it is resolved
- 8. Any unit returned for warranty CANNOT be disassembled
- 9. All warranty inspection work will be performed at Choate's shop at 30 Morris St. Whiteville Tn 38075.

This warranty will not cover damages, caused by the following, for re-manufactured engines:

- 1. Injector or injection pump failure
- 2. Wrong fluid used in unit
- 3. Overheating/melted heat tabs (250°F)
- 4. Improper servicing of engine
- 5. Engine dusting
- 6. Melted or cracked pistons from failed injectors or excessive EGT's
- 7. Thrust bearing failures where damage is isolated to rear flange only from converter expansion or incorrect transmission alignment

Proper installation procedures must be followed to avoid accident or injury.

Choate's limited warranty will end after the expiration of time or mileage from the date of the original invoice. Any repairs or replacement will not extend the warranty. The buyer shall be

responsible for all defects, thereafter, regardless of cause. Choate's limited warranty is in lieu of all other warranties expressed or implied.

The buyer agrees that Choate will NOT be responsible for:

- 1. Incidental, consequential, punitive or indirect damages
- 2. Lost profits, sales or income
- 3. Injury to person or property Oil, antifreeze, fluids or other substances
- 4. Lift, dock or storage fees
- 5. Telephone calls
- 6. Freight
- 7. Substitute transportation, lodging, etc.
- 8. Unauthorized repairs
- 9. Towing charges or roadside assistance
- 10. Damages During Freight

******To qualify for the 5 year / 160,000 km (100,000 mi) warranty you must follow all instructions and replace all Parts specified.

All new fluids, gaskets, filters and seals must be used upon installation of all parts. In addition, all applicable coolers, lines and filters must be flushed clean before installation to prevent contamination and premature failure. (This includes but in not limited to radiators, oil coolers, and their associated lines and hoses.) Warranty is void if these procedures are not followed exactly. Engine warranties are void if engine is not installed with all the following: new water pump, new lubricating oil, and all new filters (oil, air, fuel). Engine warranty is void if not installed with the correct fluids as specified by the manufacturer.

Heavier 15w40 and 5w40 engine oils are recommended for temperatures over 50°F (10°C) and must be used for heavy duty driving and trailer towing. Under normal conditions, the engine oil and filter need to be changed at maximum (6,000 mi) or 6-month intervals (whichever comes first). Under severe conditions, the intervals are sooner at (3,000 mi) or 3 months maximum (whichever comes first). Use the same oil and filter change intervals when using synthetic engine oil. Under no circumstance should full synthetic oils be used for the first (20,000 mi) to allow proper seating of the piston rings.

A new oil cooler must be used on every engine should a bearing failure occur, no warranty without receipt of new oil cooler.

This warranty is transferable through private sale and change of ownership if certain criteria is met.

- 1. Previous owner must supply purchaser with all relative service documents, original bill of sale and original copy of warranty form.
- 2. Owner or purchaser must first contact Choate to inform of transfer and request a warranty registration Form signed by both parties at time of sale.

- 3. Warranty transfers have a fee of \$500 that must be paid at the time warranty registration form is submitted.
- 4. Warranty does not start over only continues from time of original purchase.
- 5. Warranty is only transferable within first 3 years. This does not include fluid/ seal leaks.

As consideration for the above warranties, Buyer shall make no action, statement, characterization, or

implication regarding Choate that may in any manner be interpreted as disparaging to Choate or the

reputation of Choate. Any violation of this is a material breach, entitling the Choate void any warranty.

Your Tow/Haul and Tow/Haul HD Series standard warranty is:

5 year / 100,000 miles

Our warranty covers our remanufactured Long Block Tow/Haul and Tow/Haul HD Series engines for a period of 2 years 25,000 miles parts and labor, remaining 3 years 75,000 miles parts only. Gasket and seal leaks are limited to 6 months parts and labor, 1-year parts. Head Gasket warranty is limited to 1 year 12,500 miles parts and labor 2-years 40,000 km parts only.

Your Race Series standard warranty is:

6 months/ 3,000 miles PARTS ONLY

Our warranty covers our remanufactured short and long block Race Series engines for a period of 6 months and 3,000 miles parts only, whichever comes first. No warranty on gasket or seal leaks including head gasket failure. Proper retorque and assembly procedures may be required for some models, please refer to all documentation supplied with engine at time of install.

**Extended commercial warranties are not available on Tow/Haul, Tow/Haul HD or Race Series engines.

These applications are a "severe duty" application as stated in Choate's standard warranty package and requires more frequent service intervals which **CANNOT** exceed;

- 300 miles before first oil and oil filter change after installation
- 3,000 miles or 3 months (whichever comes first) oil change intervals
- 6,000 miles air filter replacement

Choate's limited warranty for Tow/Haul, Tow/Haul HD and Race Series engines is in addition to all items listed in standard warranty package and supersedes all mileage requirements. The limited warranty specifically DOES NOT cover the following damages:

- 1. Cracked pistons
- 2. Melted pistons
- 3. Holes eroded in pistons
- 4. Engine overspeed causing rod bolt failure
- 5. Bent connecting rods
- 6. Broken crankshafts
- 7. Cracked cylinder heads
- 8. Failed thrust bearing isolated to rear flange
- 9. Cylinder washing from fuel flooding

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