

# Warranty

### PLEASE READ AND FILL OUT THE ATTACHED WARRANTY REGISTRATION FORM TO ACTIVE THE WARRANTY.

- The 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 Engineering Performance to determine the applicability of the subject warrant
- Should the Buyer dispute CHOATE Engineering Performance determination regarding the applicability of any warranty, the Buyer may agree to an inspection performed by an agreed third party at the Buyer's cost.
- This warranty constitutes the entire agreement between CHOATE Engineering Performance and Buyer and may not be modified or amended except in 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.



### HOW DO I ACTIVATE MY WARRANTY?

- Supplied with every engine is a complete copy of our warranty with an attached warranty registration form.
- Once filled out, take a picture of your odometer and have a copy of your receipt for the oil cooler.
- We may also ask for a copy of your registration and a picture of your license plate.
- Then email a copy of each document within 45 days from the time of purchase to warranty@choateperformance.com.
- You should also retain a copy for your records as it may be required to assist with a warranty concern.



#### YOUR MODEL C STANDARD WARRANTY

1 Year / 12,000 Miles

THIS WARRANTY IS FOR THE ENGINE ONLY. IT WILL NOT COVER FOR R&R TO AND FROM THE TRUCK.

OTHERWISE, ALL ELSE STAYS THE SAME WITH THE WARRANTY WE HAVE POSTED.

EXTENDED COMMERCIAL WARRANTIES ARE NOT AVAILABLE ON WORKHORSE, CASSQUATCH RACE SERIES, OR MODEL C ENGINES.

#### Remanufactured Heads 6 Months

PARTS ONLY

CYLINDER HEADS ARE WARRANTED TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP. THIS WARRANTY DOES NOT COVER ANY CYLINDER HEADS THAT ARE DAMAGED DUE TO IMPROPER INSTALLATION, OVERHEATING, ABUSE, OR ACCIDENT.

# **Short Block Engines**

WARRANTY COVERAGE FOR SHORT BLOCK ENGINES DO NOT INCLUDE LABOR PAYOUT. WE DO NOT COVER FLUID LEAKS ON ANY SHORT BLOCK BUILD.



#### YOUR NEW DAILY DRIVER WARRANTY

# 5 Year / 100,000 Miles

### THIS WARRANTY IS NOT A FULL COVERAGE WARRANTY. PLEASE REVIEW YOUR WARRANTY CARFFULLY.

- This warranty covers our short block, long block, and full runner remanufactured engines for personal use.
- Gasket and fluid leaks are protected for 1 year or 12,000 miles, whichever comes first on both Long blocks and Full Running Engines. Gasket or fluid leaks are not covered on a short block build.
- Parts and labor are protected for the first 3 years or 62,000 miles, whichever comes first.
- The 2 remaining years or 100,000 miles, whichever comes first, are for parts only.
- Accessory warranties, including Turbos and Injectors, are covered by the warranty of the supplying manufacturers.
- Engine warranties are void if the engine is not installed with all the following: A new oil cooler, a new oil pump, a new water pump, new air compressor (if applicable), new lubricating oil, and all new filters (oil, air, fuel)
- Labor rates are restricted to \$50.00/hr. shop rate using Mitchell flat rate times.

LABOR RATE FOR PREFERED DEALER ONLY is a higher shop rate using Mitchel Flat rate time.



#### **WORKHORSE SERIES ENGINE**

## 5 Year / 100,000 Miles

### THIS WARRANTY IS NOT A FULL COVERAGE WARRANTY. PLEASE REVIEW YOUR WARRANTY CARFFULLY.

- Our warranty covers our remanufactured Long Block Workhorse Series engines. Years 1-2 are 25,000 miles, parts, labor, and the remaining years 3-5 are 75,000 miles parts only.
- Gasket and seal leaks are limited to 6 months or 12,500 miles for parts and labor, 1 year on parts. Except for short blocks, they are not covered at all for gasket and seal leaks
- Accessory warranties, including Turbos and Injectors, are covered by the warranty of the supplying manufacturers.
- Engine warranties are void if the engine is not installed with all the following: A new oil cooler, a new oil pump, a new water pump, new air compressor (if applicable), new lubricating oil, and all new filters (oil, air, fuel).
- Labor rates are restricted to \$50.00/hr. shop rate using Mitchell flat rate times.

LABOR RATE FOR PREFERED DEALER ONLY is a higher shop rate using Mitchel Flat rate time.



#### YOUR CASSQUATCH RACE ENGINE

## 6 Months / 3,000 Miles

#### PARTS ONLY

### THIS WARRANTY IS NOT A FULL COVERAGE WARRANTY. PLEASE REVIEW YOUR WARRANTY CARFFULLY.

- 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 the 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 the engine at the time of installation.
- These applications are a "severe duty" application package and require more frequent service intervals which CANNOT exceed;
  - 300 miles before the first oil and oil filter change after the break-in procedure.
  - 3,000 miles or 3 months (whichever comes first) oil change intervals.
  - o 6,000 miles air filter replacement.
- Accessory warranties, including Turbos and Injectors, are covered by the warranty of the supplying manufacturers.
- Engine warranties are void if the engine is not installed with all the following: A new oil cooler, a new oil pump, a new water pump, new air compressor (if applicable), new lubricating oil, and all new filters (oil, air, fuel).
- Labor rates are restricted to \$50.00/hr. shop rate using Mitchell flat rate times.



#### CHOATE ENGINEERING PERFORMANCE COMMERCIAL WARRANTY

#### 1 Year / 20,000 Miles

#### THIS WARRANTY IS NOT A FULL COVERAGE WARRANTY. PLEASE REVIEW YOUR WARRANTY CARFFULLY.

- This will include vehicles such as Farm equipment, Taxis, Tow-Trucks, Ambulance or Police vehicles, snow plows, off-highway usage, and delivery vehicles.
- The CHOATE commercial warranty is limited to 1,000 hours for basic coverage without the purchase of an extended warranty.
- Basic coverage includes gaskets, fluid leaks, parts and labor. Except for short blocks, they are not covered at all.
- Accessory warranties, including Turbos and Injectors, are covered by the warranty of the supplying manufacturers.
- Engine warranties are void if the engine is not installed with all the following: A new oil cooler, a new oil pump, a new water pump, new air compressor (if applicable), new lubricating oil, and all new filters (oil, air, fuel).
- Labor rates are restricted to \$50.00/hr. shop rate using Mitchell flat rate times.

LABOR RATE FOR PREFERED DEALER ONLY is a higher shop rate using Mitchel Flat rate time.



#### CHOATE ENGINEERING PERFORMANCE EXTENDED COMMERCIAL WARRANTY

### 3 Year / 60,000 Miles

### THIS WARRANTY IS NOT A FULL COVERAGE WARRANTY. PLEASE REVIEW YOUR WARRANTY CAREFULLY.

- 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 covered by the warranty of the supplying manufacturers.
- 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.
- Engine warranties are void if the engine is not installed with all the following: A new oil cooler, a new oil pump, a new water pump, new air compressor (if applicable), new lubricating oil, and all new filters (oil, air, fuel).
- No receipt of an oil cooler will VOID your warranty.
- Labor rates are restricted to \$50.00/hr. shop rate using Mitchell flat rate times.
- Cost an additional 1500.00

LABOR RATE FOR PREFERED DEALER ONLY is a higher shop rate using Mitchel Flat rate time.



#### WARRANTY COVERAGE DETAILS

THIS WARRANTY WILL COVER REMANUFACTURED SHORT AND LONG-BLOCK ENGINES THAT ARE BUILT BY CHOATE ENGINEERING PERFORMANCE UNLESS OTHERWISE STATED. FROM THIS PAGE ON, ENGINES WILL BE REFERRED TO AS "UNIT(S)" AND/OR "ENGINE(S)" UNLESS OTHERWISE STATED. FUEL PUMP, INJECTORS, AND TURBO WARRANTIES AND WARRANTIES ON ALL ACCESSORIES ARE COVERED BY THE SUPPLYING MANUFACTURER'S WARRANTY.

- CHOATE Engineering Performance will warrant the original buyer on any unit purchased from defects in materials and workmanship.
- The rights in the course of action, regarding repairs or replacements of any warrantied units, are solely reserved by CHOATE Engineering Performance.
- By entering into this contract with CHOATE Engineering Performance the buyer accepts that there will not be any refunds for units used or installed in any way.
- CHOATE Engineering Performance retains full discretion on any compensation or refund regarding unused units.
- All decisions made by CHOATE Engineering Performance 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 the vehicle at installation, and current mileage of the vehicle.
- In the event a Purchased Unit is inventoried or "unused" for three (3) months or more at any time following receipt of the Purchased Unit by the Customer, CHOATE Engineering Performance may, at its sole discretion, void any Limited Warranty on the Purchased Unit.
- This warranty will be null, and void and CHOATE Engineering Performance will assume no responsibility or liability on any unit that holds an invoice with an open balance before warrantied repair or replacement is considered by CHOATE Engineering Performance, all cores must be returned to CHOATE Engineering Performance and all bills must be paid in full.
- In the case of a failed unit, the buyer must immediately contact CHOATE Engineering Performance to notify them of said failure and a Help Desk Ticket will be created.
- Further instructions shall be given to the buyer once the Help Desk Ticket has been created by CHOATE Engineering Performance.
- A defective unit must be returned to CHOATE for inspection before a replacement unit will be sent out to the buyer.
- Once a unit has been inspected by CHOATE Engineering Performance and the cause of failure is detected, A fluid sample may be analyzed in helping determine the cause of failure, CHOATE Engineering Performance will then



give written documentation describing the condition of the unit and determine, to the best of our ability, what caused the failure or malfunction.

- CHOATE Engineering Performance will make the decision on the validity of the warranty claim contingent on the inspection report.
- The buyer will then be contacted by CHOATE Engineering Performance and notified of the findings of the 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 the said unit to be returned to CHOATE Engineering Performance 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 the unit, along with core charge and shipping.
- When the defective unit is received by CHOATE Engineering Performance the unit will be reviewed, and the core charge will be refunded to the buyer.
- During the review of the unit, it will be inspected for warranted damage.
- If the failure is covered under the terms of the warranty, CHOATE Engineering Performance will refund the buyer for the full purchase 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 the unit to CHOATE Engineering Performance standards, and the buyer will receive a refund of the difference (if any) between the purchased price of the replacement unit and the cost of parts necessary for repair.
- A unit will only be held at CHOATE Engineering Performance for 6 months without resolution.
- Specific Oil (as required), as per the accompanying documents on the unit, MUST be used on the unit for the warranty to be applicable.
- All shop labor rates are set at \$50.00 per hour based on the Mitchell Labor Guide up to a maximum of \$2,000.00.

### FOR PREFERRED DEALERS ONLY: LABOR RATE IS SET AT A HIGHER RATE PER HOUR UP TO A MAXIMUM OF \$2.500. NO EXCEPTIONS.

- The balance of labor is to be paid by the customer as a deductible for coverage. There will be no additional costs for shop materials.
- Any repair orders and/or failed parts received forty-five (45) days after the date the Limited Warranty Claim is received by CHOATE Engineering Performance will not be considered for reimbursement.
- Buyer MUST email a copy of the attached Warranty Registration Form, a picture of the odometer at the time of installation, and a copy of the receipt for the new oil cooler, a new oil pump, a new water pump, new air compressor (if applicable), new lubricating oil, and all new filters (oil, air, fuel) within 45 days of purchase or the warranty may be VOID.



- The Buyer also acknowledges that regularly scheduled maintenance must be performed on the purchased unit.
- CHOATE Engineering Performance reserves the right to request maintenance records on the purchased unit to validate the 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 WILL NOT APPLY TO DEFECTS OR FAILURES CAUSED BY THE FOLLOWING:

- Incorrect installation.
- Not priming the oil pump and engine prior to the start-up procedure.
- The unit is run without oil.
- Incorrect oil is used in units.
- The unit ran out of oil due to seal leaks.
- Incorrect application and conversions.
- Neglect of regular maintenance as required to maintain a full warranty
- Accident, abuse, abusive driving, or an operation for which it was not designed, or alteration from the original manufacturer's specification.
- Head gasket failures directly related to high timing from aftermarket tuning or failure to perform a proper hot "re-torque" with the use of head studs as described in the engine installation guide.
- Damages caused by improper glow plug installation.
- Engine warranties are void if the engine is not installed with all the following: A new oil cooler, a new oil pump, a new water pump, new air compressor (if applicable), new lubricating oil, and all new filters (oil, air, fuel).

# BUYER ALSO ACKNOWLEDGES THAT PROPER MAINTENANCE PROCEDURES ARE REQUIRED TO KEEP THE UNIT IN PROPER WORKING ORDER. CHOATE ENGINEERING PERFORMANCE WILL NOT ASSUME ANY RESPONSIBILITY FOR THE COST OF THIS ROUTINE MAINTENANCE.

#### Buyer acknowledges the following:

- All attached documents and forms MUST be read, filled out, and followed in order to activate the warranty.
- The buyer must notify CHOATE Engineering Performance of any warranty claim prior to repair for the assignment of a Help Desk Ticket number.
- CHOATE Engineering Performance reserves the right to inspect the unit if a warranty claim has been filed.
- The Buyer may be required to deliver/ship the unit to CHOATE Engineering Performance for further inspection where deemed necessary at the buyer's expense.



- Buyer understands that any Warranty Claim may take 5 to 10 business days before a determination can be made.
- Any unit returned for warranty CANNOT be disassembled by the Buyer.
- All warranty inspection work will be performed at CHOATE Engineering Performance shop at 1033 Lake Street Bolivar, TN 38008.
- Engine warranties are void if the engine is not installed with all the following: A new oil cooler, a new oil pump, a new water pump, new air compressor (if applicable), new lubricating oil, and all new filters (oil, air, fuel).

#### This warranty will not cover damages caused by the following for remanufactured engines:

- Injector or injection pump failure
- The wrong fluid was used in unit
- Overheating/melted heat tabs (230°F)
- Improper servicing of the engine
- Engine dusting
- Melted or cracked pistons from failed injectors or excessive EGTs
- Thrust bearing failures where damage is isolated to the rear flange only from converter expansion or incorrect transmission alignment.
- Damage caused by improper glow plugs

CHOATE ENGINEERING PERFORMANCE LIMITED WARRANTY WILL END AFTER THE EXPIRATION OF TIME OR MILEAGE FROM THE DATE OF THE ORIGINAL INVOICE. ANY REPAIRS OR REPLACEMENTS WILL NOT EXTEND THE WARRANTY. THE BUYER SHALL BE RESPONSIBLE FOR ALL DEFECTS, THEREAFTER, REGARDLESS OF CAUSE. CHOATE ENGINEERING PERFORMANCE LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED.

#### The buyer agrees CHOATE Engineering Performance will not be responsible for:

- Incidental, consequential, punitive, or indirect damages.
- Lost profits, sales, or income
- Injury to person or property oil, antifreeze, fluids, or other substances
- Lift, dock, or storage fees
- Telephone calls
- Freight
- Substitute transportation, lodging, etc
- Unauthorized repairs
- Towing charges or roadside assistance
- Damages during freight
- Damages caused by the customers' use of aftermarket filters
- Damages caused by improper glow plug installation



### TO QUALIFY FOR THE 5 YEAR / 100,000 MILE 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 is not limited to radiators, oil coolers, and their associated lines and hoses.)
- The warranty is void if these procedures are not followed exactly.
- Engine warranties are void if the engine is not installed with all the following: a new oil cooler, a new oil pump, a new water pump, new air compressor (if applicable), new lubricating oil, and all new filters (oil, air, fuel) The engine warranty is void if not installed with the correct fluids as specified by the manufacturer.
- CHOATE Engineering Performance may request a copy of the receipts to validate warranty claims.
- No receipt of new parts mentioned will VOID your warranty.
- 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 a maximum of (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.

### THIS WARRANTY IS TRANSFERABLE THROUGH PRIVATE SALE AND CHANGE OF OWNERSHIP ONLY ONCE IF CERTAIN CRITERIA ARE MET.

- The previous owner must supply the purchaser with all relative service documents, an original bill of sale, and an original copy of the warranty form.
- The owner or purchaser must first contact CHOATE Engineering Performance to inform them of the transfer and request a warranty registration Form signed by both parties at the time of sale.
- Warranty transfers have a fee of \$500 that must be paid at the time the warranty registration form is submitted.
- The warranty is only transferable within the first 3 years or the first sixty thousand (60,000) miles driven by the vehicle. This does not include fluid/seal leaks and excludes model-C engines.
- The warranty does not start over and only continues from the time of the original purchase.



• Under no circumstances shall the sale and purchase of the Purchased Unit relieve, waive, or extinguish any monies owed by the Customer to CHOATE Engineering Performance nor shall the sale and purchase of the Purchased Unit terminate any outstanding obligations of the customer to CHOATE Engineering Performance.

# CHOATE ENGINEERING PERFORMANCE LIMITED WARRANTY FOR THE WORKHORSE AND CASSQUATCH SERIES ENGINES IS IN ADDITION TO ALL ITEMS LISTED IN THE STANDARD WARRANTY PACKAGE AND SUPERSEDES ALL MILEAGE REQUIREMENTS.

#### The Limited Warranty specifically DOES NOT cover the following:

- Cracked pistons
- Melted pistons
- Holes eroded in pistons
- Engine Overspeed causing rod bolt failure
- Bent connecting rods
- Broken crankshafts
- Cracked cylinder heads
- Failed thrust bearing isolated to the rear flange
- Cylinder washing from fuel flooding

#### HOW DO I ACTIVATE MY WARRANTY?

- Supplied with every engine is a complete copy of our warranty with an attached warranty registration form.
- Once filled out, take a picture of your odometer and have a copy of your receipt for the oil cooler.
- We may also ask for a copy of your registration and a picture of your license plate.
- Then email a copy of each document within 45 days from the time of purchase to warranty@choateperformance.com.
- You should also retain a copy for your records as it may be required to assist with a warranty concern.



### FREIGHT / SHIPPING CHARGES

### CHOATE ENGINEERING PERFORMANCE SHALL NOT BE RESPONSIBLE, NOR SHALL IT PAY ANY FREIGHT/SHIPPING CHARGES.

- All freight and shipping charges are the sole responsibility of the customer including any customs fees or brokerage fees.
- Any shipments CHOATE Engineering Performance arranges for the customer include insurance.
- In the event the Purchased Unit is damaged during transportation, to or from CHOATE Engineering Performance location, CHOATE Engineering Performance shall not be responsible for any costs associated with such damage.
- The repair of such damage shall not be included under the Limited Warranty and should the transportation damage skew the results of the diagnosis such that the findings are that the defect is not covered under the Limited Warranty, CHOATE Engineering Performance shall incur no liability or responsibility whatsoever.

### ADDITIONAL INFORMATION

As consideration for the above warranties, Buyer agrees they will take no action, statement, characterization, or implication regarding CHOATE Engineering Performance that may in any manner be interpreted as disparaging to CHOATE Engineering Performance or the reputation of CHOATE Engineering Performance. Any violation of this is a material breach, entitling CHOATE Engineering Performance to void any warranty.

