

ROUSH® PERFORMANCE ENGINES - LIMITED WARRANTY UNITED STATES AND CANADA ROUSH® Crate Engine Assembly

*To initiate a warranty claim, please contact us immediately at 800.59.ROUSH/800.597.6874. ROUSH authorization is required before any disassembly or repairs are initiated to diagnose the failure. **NOTE: Your failure to call ROUSH and receive authorization before any repair work is performed will invalidate your warranty claim.**

Who is Covered

ROUSH's warranty obligations for any ROUSH® Crate Engine ("Crate Engine") is limited to the original owner of the vehicle in which the Crate Engine is installed and who has submitted the Warranty Registration Card and other required documentation in order to activate this warranty. This warranty is not transferable to a second owner and is secondary to all other warranties and manufacturers' recall that may be in effect.

Warranty Period

The Warranty Period for the Crate Engine is either 1 year or 12,000 miles (whichever is reached first) for the 331 SRX & SRXE series of crate engines or 2 years or 24,000 miles (whichever is reached first) for all of the other crate engines (Non – 331 SRX & SRXE). The Warranty Period begins on the earlier of (a) the original in-service date (subject to ROUSH's verification) of the Crate Engine as determined by the installation date shown on your service installation receipt, or (b) 90 days from the purchase date from ROUSH of the Crate Engine as shown on your ROUSH Invoice -OR- ROUSH shipping Bill of Lading evidencing the proof of purchase date.

Warranty Coverage

When you present us with a valid, properly documented warranty claim during the Warranty Period, we will, at our option and sole discretion, repair or replace the defective component(s) covered by this warranty. Anything we replace under this warranty becomes the property of ROUSH. Any component(s) we replace under this warranty will be considered part of the original Crate Engine and will assume the remaining Warranty Period for the Crate Engine.

Roush's total liability to you under this warranty for a covered Crate Engine is limited solely to 40% of the original price you paid for the Crate Engine.

When a Crate Engine is correctly and completely installed, ROUSH will cover defects, subject to the exclusions and limitations identified in this warranty, in our materials and workmanship during the Warranty Period, as solely determined by us. ROUSH warranty coverage provisions as follows:

-Engine repairs totaling \$499 or less (based on the total repair estimate) will be reviewed by the ROUSH corporate office. If approved, a ROUSH approved repair facility will be authorized to complete these repairs. Any repairs costs exceeding \$499 for completed repairs at a facility other than the ROUSH build facility in Livonia, Michigan will be the sole responsibility of the customer.

-Engine repairs totaling \$500 or greater (based on the total repair estimate) will be reviewed by the ROUSH corporate office. These engines will be required to be returned to the ROUSH build facility in Livonia, Michigan to complete warranty repairs. Removal of the crate engine, proper crating of the engine and reinstallation of the engine once returned will be the sole responsibility of the customer. ROUSH will incur the cost to pick up the crated engine, ship to the Livonia facility, repair the engine and return to the customer when the repairs are complete.

*Note: Engines that are removed to be sent back to the ROUSH facility **MUST** be completely intact and not disassembled unless authorized by ROUSH prior to shipment. Improper crating of the engine causing damage in shipment to the ROUSH facility will not be covered by ROUSH and the sole responsibility of the customer.

Following is a list of components covered and not covered under this warranty:

COVERED: Engine block and cylinder heads, all internally lubricated parts of the engine, including pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and bearings, camshafts and camshaft bearings, timing chain and gears, intake and exhaust valves and seals, valve springs, oil pump, push rods, rocker arms, valve stem seals and hydraulic lifters, to the extent that the original engine contains the referenced warranted part. Parts that require normal manufacturers recommended replacement intervals are not covered under this warranty.

NOT COVERED: Any and all components not specifically listed as “covered” above, including, but not limited to, parts, air filters, oil filters, clutch disc, pressure plate, etc., that are required to be replaced as a part of a normal vehicle maintenance schedule, are not covered under this warranty. Additionally, ROUSH is a reseller of various non-engine components, including but not limited to, Alternators, Starters, Distributors, Water Pumps, Fuel Pumps, Fuel Injection Systems, Carburetors, Engine Control Units, and Transmissions (“Third-Party Components”). Third-Party Components are not covered under this warranty, but may be separately warranted by the component manufacturer. If you have questions regarding Third-Party Components warranties, please contact the manufacturer directly. If you require assistance or contact information for component manufacturers not listed in this document, please call ROUSH directly at 800.59.ROUSH/800.597.6874.

WARRANTY EXCLUSIONS:

- a. DAMAGE AS A RESULT OF THE USE OF FUEL WITH OCTANE RATING LESS THAN 91 (R+M)/2 (REQUIRES PREMIUM FUEL)
- b. ANY ENGINE WHICH HAS BEEN IMPROPERLY INSTALLED, OR FAILS BECAUSE OF DEFECTS OR UNSUITABILITY OF PARTS OR SYSTEMS NOT FURNISHED WITH THE ENGINE, ABUSE, ALTERATION, IMPROPER USE, NEGLIGENCE, OR DAMAGE AS A RESULT OF OVERHEATING, LACK OF MAINTENANCE, FUEL CONTAMINATION, LACK OF LUBRICATION, OR DAMAGE RESULTING FROM A COLLISION, FIRE, FLOOD, NATURAL DISASTER, OR ANY OTHER CAUSE OTHER THAN A CRATE ENGINE DEFECT. OPERATION OF SUCH AN IMPAIRED OR IMPROPERLY INSTALLED, CONFIGURED OR MAINTAINED VEHICLE WILL VOID THIS LIMITED WARRANTY.
- c. ANY ENGINE OPERATED UNDER CONDITIONS CAUSING GREATER THAN NORMAL WEAR, OR USED FOR PURPOSES FOR WHICH IT WAS NOT ORIGINALLY DESIGNED (SUCH AS IN RACE CARS OR IN COMPETITIVE OR TIMED DRIVING ENVIRONMENTS, ETC.). OIL CONSUMPTION DUE TO FUEL WASH IS NOT COVERED.
- d. THE PERFORMANCE OR OPERABILITY OF ANY ENGINE WHEN USED AT OR ABOVE AN ELEVATION OF 3500 FEET ABOVE SEA LEVEL.
- e. ROUTINE, REGULARLY REQUIRED MAINTENANCE SUCH AS LUBRICATION, CHANGING AND MAINTAINING FILTERS, ENGINE TUNE-UP, BELTS AND HOSES, ANY TYPE OF FLUIDS OR ANY OTHER NORMAL MAINTENANCE SERVICE THAT ALL VEHICLES REQUIRE.
- f. MELTED OR BROKEN PISTONS DUE TO DETONATION OR PREIGNITION, CRACKED BLOCKS OR HEADS DUE TO OVERHEATING, DAMAGE CAUSED BY FOREIGN OBJECTS OR DEBRIS DROPPED OR DRAWN INTO CYLINDERS OR CRANKCASE. DAMAGE DUE TO CLOGGED OIL COOLERS.
- g. INSTALLATION OF THE CRATE ENGINE IN A VEHICLE EQUIPPED WITH INSUFFICIENT VEHICLE SYSTEMS THAT DO NOT ALLOW FOR PROPER OPERATION OF THE CRATE ENGINE (I.E. COOLING SYSTEM, OIL SYSTEM, FUEL SYSTEM, AIR INDUCTION, ACCESSORY DRIVE, EXHAUST, ETC.). ROUSH WARRANTY WILL BE VOIDED AND ANY REPAIRS PERFORMED BY ROUSH WILL BE AT THE CUSTOMER’S EXPENSE. IF YOU HAVE ANY QUESTIONS REGARDING THE PROPER ENGINE SYSTEM REQUIREMENTS, CALL 800.59.ROUSH/800.597.6874.
- h. COVERED COMPONENT(S) BEING TAMPERED WITH OR ALTERED FROM THEIR ORIGINAL CONFIGURATION AS DELIVERED BY ROUSH, DISASSEMBLING OR REASSEMBLING OF THE CRATE ENGINE ASSEMBLY, OR PROVIDED COMPONENTS, INCLUDING BUT NOT LIMITED TO CALIBRATION

MODIFICATIONS TO THE IGNITION SYSTEM (SUCH AS DISTRIBUTOR AND EFI) OR FUEL DELIVERY SYSTEM (SUCH AS CARBURETOR AND EFI), ETC.

- i. THE USE OF NON-ROUSH ACCESSORIES INCLUDING, WITHOUT LIMITATION, CAMSHAFTS, SUPERCHARGER, TURBOCHARGER, NITROUS OXIDE SYSTEMS AND OTHER AFTERMARKET PRODUCTS INCLUDING OCTANE BOOSTERS.
- j. PARTICIPATING IN OR PREPARATION OF THE VEHICLE FOR RACING OR OTHER COMPETITIVE OR TIMED DRIVING ACTIVITY (ON A TRACK OR OTHERWISE).
- k. TOWING CHARGES, FLUIDS, REFRIGERANT, GAS, FILTERS, LAY-UP TIME, LODGING, CAR OR TRUCK RENTAL OR ANY OTHER SUBSTITUTE TRANSPORTATION, STORAGE, TELEPHONE CHARGES, TRAVEL, DAMAGE TO PERSONAL PROPERTY, COMMERCIAL LOSS, LOSS OF REVENUE, OR OTHER MATTERS NOT SPECIFICALLY INCLUDED.
- l. GASKETS NOT INSTALLED BY ROUSH ARE THE RESPONSIBILITY OF THE INSTALLER AND ARE NOT COVERED UNDER THIS WARRANTY.
- m. ENGINES SHIPPED OUTSIDE OF THE CONTINENTAL UNITED STATES AND CANADA.

ADDITIONAL WARRANTY LIMITATIONS and Disclaimers:

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND ITS REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, ROUSH SPECIFICALLY DISCLAIMS ALL EXPRESS, STATUTORY OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF ROUSH CANNOT LAWFULLY DISCLAIM ANY STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD AND THE WARRANTY COVERAGE DESCRIBED HEREIN. THIS WARRANTY COVERS ONLY DEFECTS IN MATERIAL OR WORKMANSHIP, AND DOES NOT APPLY TO THE VEHICLE IN WHICH THE CRATE ENGINE IS INSTALLED, ANY EXTERIOR ENGINE COMPONENT(S), THE IGNITION, FUEL SYSTEM, CLUTCH OR TRANSMISSION.

THIS IS NOT A PERFORMANCE WARRANTY, AND IT DOES NOT COVER ANY VEHICLE IN WHICH THE CRATE ENGINE IS INSTALLED. THIS WARRANTY ONLY COVERS THOSE SPECIFIC COMPONENTS LISTED AS "COVERED" UNDER WARRANTY COVERAGE ABOVE. ALL OTHER COMPONENTS, INCLUDING, BUT NOT LIMITED TO, THIRD-PARTY COMPONENTS SOLD BY ROUSH (WHICH MAY BE COVERED BY SEPARATE LIMITED WARRANTIES BY THE MANUFACTURER) ARE SOLD BY ROUSH "AS IS, WHERE IS, AND WITH ALL FAULTS." ROUSH MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE COMPATIBILITY OF THE CRATE ENGINE, THIRD-PARTY COMPONENTS (WHETHER OR NOT SOLD BY ROUSH TOGETHER WITH A CRATE ENGINE OR OTHERWISE), AND CUSTOMER'S OVERALL VEHICLE SYSTEM. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, ROUSH IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PERSONAL INJURY INCLUDING DEATH OR PUNITIVE DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY.

Warranty Activation

To activate this Warranty you must return to ROUSH the top portion the Crate Engine Warranty Registration Card along with a copy of your paid service order installation receipt (that includes your vehicle identification number (VIN) and engine serial number) and your ROUSH Invoice -OR- ROUSH shipping Bill of Lading evidencing the proof of purchase date within 30 days of the service order installation date identified on your installation receipt. Make a photocopy of this documentation before you send it to ROUSH.

Obtaining Warranty Service

- To initiate a warranty claim, please contact us immediately at 800.59.ROUSH/800.597.6874. ROUSH authorization is required before any disassembly or repairs are initiated to diagnose the failure. **NOTE: Your failure to call ROUSH and receive authorization before any repair work is performed will invalidate your warranty claim.**

- ROUSH Authorized repair facility must complete any repair or replacement based on the written estimate from such facility provided to us. Final repair costs will be at the sole discretion of ROUSH and will be based on industry average rates and labor times for required repair procedures. Labor times exceeding these standards due to specific vehicle applications or modifications will be the responsibility of the customer.
- All Final Warranty Invoices must be submitted to ROUSH Performance for review and payment within 60 days of the Warranty Repair Completion. If the Final Invoice is not received in this time frame, the Warranty Claim will be closed. Any Invoices and Payment requests past 60 days will be Denied.
- All Required Defective Part(s) (RMA Parts) must be Returned to ROUSH Performance within 30 days of the Warranty Repair Completion using the Call Tag provided by ROUSH Warranty. All Required Return Defective part(s) will require a PO at the time of the claim approval. If the Required part is not returned to ROUSH Performance within the 30 days, the cost of the Defective part will be charged to the repair facility's account using the PO provided.
- To obtain warranty service on your vehicle upfitted with the Crate Engine, the vehicle must have oil changes performed at the intervals of every 6 months or 3000 miles, whichever occurs first, either at a dealership or commercial maintenance center. You are responsible for providing ROUSH with proof of proper maintenance when you request any repairs under this warranty.
- ROUSH may require the following documents with your warranty claim:
 - a) your warranty registration form,
 - b) the receipt showing installation of the Crate Engine
 - c) the ROUSH Invoice receipt –OR- ROUSH shipping Bill of Lading evidencing your proof of purchase date from ROUSH, and
 - d) all requested vehicle maintenance records.

Consumer Protection Laws

This warranty is valid only in the United States and Canada.

Some states and provinces do not allow the exclusion or limitation of certain damages or the duration of implied warranties or conditions so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state or province. The laws of the State of Michigan (excluding its conflict of laws provisions) will govern this warranty. The U.N. Convention for the International Sales of Goods is expressly excluded. Any action brought to enforce or interpret this warranty shall occur only in a court of the State of Michigan or in U.S. District Court for the Eastern District of Michigan.

MISCELLANEOUS

- NEITHER RESELLER NOR ITS EMPLOYEE, OR ANY EMPLOYEE OF ROUSH IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY.
- ROUSH RESERVES THE RIGHT TO MODIFY THIS LIMITED WARRANTY AT ANY TIME; HOWEVER, ANY SUCH MODIFICATION WILL NOT ALTER THE WARRANTY CONDITIONS APPLICABLE AT THE TIME OF SALE.
- IT IS THE SOLE RESPONSIBILITY OF THE INSTALLER/END-USER TO SELECT COMPONENTS, VERIFY THEIR COMPATIBILITY (REGARDLESS OF WHETHER OR NOT PURCHASED TOGETHER FROM ROUSH), AND OPTIMIZE AND VALIDATE THE VEHICLE SYSTEM BASED UPON THE VEHICLE'S UNIQUE CHARACTERISTICS AND INTENDED USE. THIS INCLUDES, BUT IS NOT LIMITED TO SELECTION AND/OR OPTIMIZATION OF THE VEHICLE'S POWERTRAIN CONFIGURATION, COOLING SYSTEM, AIR FLOW ADEQUACY, A/C SYSTEM PERFORMANCE, ETC., AND THE SUITABILITY OF THE VEHICLE AND ITS SYSTEMS FOR THE END USE AND ENVIRONMENT (WEATHER CONDITIONS, ALTITUDE, ETC.). THE VEHICLE IN WHICH A CRATE ENGINE IS INSTALLED MAY, AS CONFIGURED BY AN INSTALLER OR END USER, ONLY BE LEGALLY USED IN EMISSIONS-EXEMPT APPLICATIONS.

Third-Party Components (Non-ROUSH) - Manufacturer Contact Information

CARBURETORS:

Holley Performance Products
www.holley.com
(270) 781-9741

ALTERNATORS and STARTERS:

Powermaster Performance
www.powermastermotorsports.com
(630) 957-4019

DISTRIBUTORS:

MSD Performance Ignitions
www.msditions.com
(915) 855-7123

FUEL PUMPS and WATER PUMPS:

Edelbrock
www.edelbrock.com
(800) 416-8628

Carter
www.federalmoquil.com
(800) 325-8886

FUEL INJECTION SYSTEMS:

AEM Performance Electronics
www.aemelectronics.com
(310) 484-2322
Sales Department: sales@aempower.com
General Technical Service: gen.tech@aempower.com
EMS Technical Service: emstech@aempower.com

Ford Performance Parts
<https://performanceparts.ford.com>
(800) 367-3788
International Calls: 001-313-621-0771

Fuel Air Spark Technology (FAST)
www.fuelairspark.com
(877) 334-8355

TRANSMISSIONS:

Performance Automatic
www.performanceautomatic.com
240-439-4650
Product and Application Info - Bill Schmidt
bschmidt@performanceautomatic.com

Bowler Performance Transmissions
www.bowlertransmissions.com
(618) 943-4856

ROUSH[®] PERFORMANCE ENGINES - Warranty Policy

NON – USA and CANADA: NO WARRANTY

ROUSH[®] Crate Engine Assembly

EACH ROUSH[®] CRATE ENGINE IS SOLD “AS IS”, “WHERE IS”, “WITH ALL FAULTS”, AND WITHOUT ANY EXPRESS GUARANTEES OR WARRANTIES WHATSOEVER. TO THE GREATEST EXTENT PERMITTED BY STATE AND FEDERAL LAW, ROUSH[®] DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; REGARDLESS IF A PARTICULAR PURPOSE IS IDENTIFIED IN ASSOCIATION WITH THE ROUSH[®] CRATE ENGINE INCLUDING, WITHOUT LIMITATION, ANY SALES LITERATURE OR AS A RESULT OF REPRESENTATIONS MADE BY ROUSH[®] OR ANY PARTY SELLING OR PROVIDING ROUSH[®] CRATE ENGINES. ROUSH[®] EXPRESSLY DISCLAIMS ALL LIABILITY FOR DIRECT, INDIRECT, SPECIAL INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (REGARDLESS IF ROUSH[®] HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE), INCLUDING, WITHOUT LIMITATION, INJURY TO PERSONS INCLUDING DEATH; DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; COST OF LABOR; LOSS OF PROFITS, WINNINGS OR REVENUE; COST OF PURCHASE, COST OF SUBSTITUTE PRODUCTS OR REPLACEMENT OF GOODS; THE COST OF ROUSH[®] CRATE ENGINES OR ANY VEHICLE COMPONENTS OR PARTS AFFECTED BY THE ROUSH[®] CRATE ENGINES; DOWN TIME COSTS; CLAIMS OF BUYER’S END USERS FOR SUCH DAMAGES THAT WERE IN ANY WAY DERIVED OR RESULTED FROM THE RECOMMENDATION, INSTALLATION OR USE OF ROUSH[®] CRATE ENGINES SOLD OUTSIDE OF THE USA AND CANADA.

BECAUSE VEHICLE MANUFACTURING, PREPARATION AND TESTING, AND DRIVING HIGH POWERED VEHICLES IN GENERAL, ARE INHERENTLY DANGEROUS ACTIVITIES THAT MAY CAUSE SERIOUS BODILY INJURY AND/OR DEATH TO THOSE WHO USE SUCH PRODUCTS AND/OR PARTICIPATE IN SUCH ACTIVITIES, IN NO EVENT SHALL ROUSH’S LIABILITY, WHETHER IF ARISING IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), CONTRACT OR OTHERWISE EXCEED THE COST OF THE ROUSH[®] CRATE ENGINE.

IF A ROUSH[®] CRATE ENGINE PROVES DEFECTIVE FOLLOWING ITS PURCHASE, THE BUYER AND NOT ROUSH[®], THE MANUFACTURER, DISTRIBUTOR, OR RETAILER SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED TO SERVICE OR REPAIR THE DEFECTIVE ROUSH[®] CRATE ENGINE. THE END-USER IS SOLELY RESPONSIBLE AND ASSUMES ALL RISK ASSOCIATED WITH THE PERFORMANCE OF THE ROUSH[®] CRATE ENGINE.

CONSUMER PROTECTION LAWS

This warranty is valid only in the United States and Canada.

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions so the above limitation or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights that may vary by state. The laws of the state of Michigan (excluding its conflict of laws provisions) govern this warranty. Any action brought to enforce or interpret this warranty shall occur only in a court of the State of Michigan or in U.S. District Court for the Eastern District of Michigan.

MISCELLANEOUS:

- NEITHER RESELLER OR ITS EMPLOYEE, NOR ANY EMPLOYEE OF ROUSH[®] IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY.
- ROUSH[®] RESERVES THE RIGHT TO MODIFY THIS WARRANTY POLICY AT ANY TIME, HOWEVER, ANY SUCH MODIFICATION WILL NOT ALTER THE WARRANTY CONDITIONS APPLICABLE AT THE TIME OF SALE.

NOTICE TO INSTALLER/RESELLER

PLEASE MAKE THIS WRITTEN WARRANTY AVAILABLE TO THE PROSPECTIVE BUYER FOR ITS REVIEW BEFORE THE SALE. ALSO, PLEASE SUPPLY A COPY OF THIS WRITTEN WARRANTY POLICY TO ANY CONSUMER WHO PURCHASES ANY ROUSH[®] CRATE ENGINE SOLD OUTSIDE OF THE USA AND CANADA COVERED BY THIS WARRANTY.

ROUSH® PERFORMANCE ENGINES - Warranty Policy

ROUSH COMPETITION ENGINE ASSEMBLIES & PARTS

NO WARRANTY

EACH ROUSH® COMPETITION ENGINE AND OR PART IS SOLD “AS IS”, “WHERE IS”, “WITH ALL FAULTS”, AND WITHOUT ANY EXPRESS GUARANTEES OR WARRANTIES WHATSOEVER. TO THE GREATEST EXTENT PERMITTED BY STATE AND FEDERAL LAW, ROUSH® DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; REGARDLESS IF A PARTICULAR PURPOSE IS IDENTIFIED IN ASSOCIATION WITH THE ROUSH® COMPETITION ENGINE AND OR PART INCLUDING, WITHOUT LIMITATION, ANY SALES LITERATURE OR AS A RESULT OF REPRESENTATIONS MADE BY ROUSH® OR ANY PARTY SELLING OR PROVIDING ROUSH® COMPETITION ENGINE AND OR PARTS. ROUSH® EXPRESSLY DISCLAIMS ALL LIABILITY FOR DIRECT, INDIRECT, SPECIAL INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (REGARDLESS IF ROUSH® HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE), INCLUDING, WITHOUT LIMITATION, INJURY TO PERSONS INCLUDING DEATH; DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; COST OF LABOR; LOSS OF PROFITS, WINNINGS OR REVENUE; COST OF PURCHASE, COST OF SUBSTITUTE PRODUCTS OR REPLACEMENT OF GOODS; THE COST OF ROUSH® COMPETITION ENGINE AND OR PARTS OR ANY VEHICLE COMPONENTS OR PARTS AFFECTED BY THE ROUSH® COMPETITION ENGINE AND OR PARTS; DOWN TIME COSTS; CLAIMS OF BUYER’S END USERS FOR SUCH DAMAGES THAT WERE IN ANY WAY DERIVED OR RESULTED FROM THE RECOMMENDATION, INSTALLATION OR USE OF ROUSH® COMPETITION ENGINE AND OR PARTS.

BECAUSE RACE VEHICLE MANUFACTURING, PREPARATION AND TESTING, AND RACING VEHICLES IN GENERAL, ARE INHERENTLY DANGEROUS ACTIVITIES THAT MAY CAUSE SERIOUS BODILY INJURY AND/OR DEATH TO THOSE WHO USE SUCH PRODUCTS AND/OR PARTICIPATE IN SUCH ACTIVITIES, IN NO EVENT SHALL ROUSH’S LIABILITY, WHETHER IF ARISING IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), CONTRACT OR OTHERWISE EXCEED THE COST OF THE ROUSH® COMPETITION ENGINE AND OR PART.

IF A ROUSH® COMPETITION ENGINE AND OR PART PROVES DEFECTIVE FOLLOWING ITS PURCHASE, THE BUYER AND NOT ROUSH®, THE MANUFACTURER, DISTRIBUTOR, OR RETAILER SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED TO SERVICE OR REPAIR THE DEFECTIVE ROUSH® COMPETITION ENGINE AND OR PART. THE END-USER IS SOLELY RESPONSIBLE AND ASSUMES ALL RISK ASSOCIATED WITH THE PERFORMANCE OF THE ROUSH® COMPETITION ENGINE AND OR PART.

NO ROUSH® COMPETITION ENGINE AND OR PART IS CERTIFIED UNDER FEDERAL MOTOR VEHICLE SAFETY STANDARDS OR REGULATIONS. THEREFORE, ROUSH® COMPETITION ENGINES AND OR PARTS ARE NOT CERTIFIED FOR USE ON PUBLIC ROADS.

CONSUMER PROTECTION LAWS

This warranty is valid only in the United States and Canada.

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions so the above limitation or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights that may vary by state. The laws of the state of Michigan (excluding its conflict of laws provisions) govern this warranty. Any action brought to enforce or interpret this warranty shall occur only in a court of the State of Michigan or in U.S. District Court for the Eastern District of Michigan.

MISCELLANEOUS:

- NEITHER RESELLER OR ITS EMPLOYEE, NOR ANY EMPLOYEE OF ROUSH® IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY POLICY.
- ROUSH® RESERVES THE RIGHT TO MODIFY THIS WARRANTY POLICY AT ANY TIME, HOWEVER, ANY SUCH MODIFICATION WILL NOT ALTER THE WARRANTY CONDITIONS APPLICABLE AT THE TIME OF SALE.

NOTICE TO INSTALLER/RESELLER

PLEASE MAKE THIS WRITTEN WARRANTY AVAILABLE TO THE PROSPECTIVE BUYER FOR ITS REVIEW BEFORE THE SALE. ALSO, PLEASE SUPPLY A COPY OF THIS WRITTEN WARRANTY POLICY TO ANY CONSUMER WHO PURCHASES ANY ROUSH® COMPETITION ENGINES AND OR PARTS COVERED BY THIS WARRANTY POLICY

ROUSH[®] PERFORMANCE ENGINES - Warranty Policy

Custom Engine Assemblies: NO WARRANTY

EACH ROUSH[®] CUSTOM ENGINE IS SOLD “AS IS”, “WHERE IS”, “WITH ALL FAULTS”, AND WITHOUT ANY EXPRESS GUARANTEES OR WARRANTIES WHATSOEVER. TO THE GREATEST EXTENT PERMITTED BY STATE AND FEDERAL LAW, ROUSH[®] DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; REGARDLESS IF A PARTICULAR PURPOSE IS IDENTIFIED IN ASSOCIATION WITH THE ROUSH[®] CUSTOM ENGINE INCLUDING, WITHOUT LIMITATION, ANY SALES LITERATURE OR AS A RESULT OF REPRESENTATIONS MADE BY ROUSH[®] OR ANY PARTY SELLING OR PROVIDING ROUSH[®] CUSTOM ENGINES. ROUSH[®] EXPRESSLY DISCLAIMS ALL LIABILITY FOR DIRECT, INDIRECT, SPECIAL INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (REGARDLESS IF ROUSH[®] HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE), INCLUDING, WITHOUT LIMITATION, INJURY TO PERSONS INCLUDING DEATH; DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; COST OF LABOR; LOSS OF PROFITS, WINNINGS OR REVENUE; COST OF PURCHASE, COST OF SUBSTITUTE PRODUCTS OR REPLACEMENT OF GOODS; THE COST OF ROUSH[®] CUSTOM ENGINES OR ANY VEHICLE COMPONENTS OR PARTS AFFECTED BY THE ROUSH[®] CUSTOM ENGINES; DOWN TIME COSTS; CLAIMS OF BUYER’S END USERS FOR SUCH DAMAGES THAT WERE IN ANY WAY DERIVED OR RESULTED FROM THE RECOMMENDATION, INSTALLATION OR USE OF ROUSH[®] CUSTOM ENGINES SOLD OUTSIDE OF THE USA AND CANADA.

BECAUSE VEHICLE MANUFACTURING, PREPARATION AND TESTING, AND DRIVING HIGH POWERED VEHICLES IN GENERAL, ARE INHERENTLY DANGEROUS ACTIVITIES THAT MAY CAUSE SERIOUS BODILY INJURY AND/OR DEATH TO THOSE WHO USE SUCH PRODUCTS AND/OR PARTICIPATE IN SUCH ACTIVITIES, IN NO EVENT SHALL ROUSH’S LIABILITY, WHETHER IF ARISING IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), CONTRACT OR OTHERWISE EXCEED THE COST OF THE ROUSH[®] CUSTOM ENGINE.

IF A ROUSH[®] CUSTOM ENGINE PROVES DEFECTIVE FOLLOWING ITS PURCHASE, THE BUYER AND NOT ROUSH[®], THE MANUFACTURER, DISTRIBUTOR, OR RETAILER SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED TO SERVICE OR REPAIR THE DEFECTIVE ROUSH[®] CUSTOM ENGINE. THE END-USER IS SOLELY RESPONSIBLE AND ASSUMES ALL RISK ASSOCIATED WITH THE PERFORMANCE OF THE ROUSH[®] CUSTOM ENGINE.

CONSUMER PROTECTION LAWS

This warranty is valid only in the United States and Canada.

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions so the above limitation or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights that may vary by state. The laws of the state of Michigan (excluding its conflict of laws provisions) govern this warranty. Any action brought to enforce or interpret this warranty shall occur only in a court of the State of Michigan or in U.S. District Court for the Eastern District of Michigan.

MISCELLANEOUS:

- NEITHER RESELLER OR ITS EMPLOYEE, NOR ANY EMPLOYEE OF ROUSH[®] IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY.
- ROUSH[®] RESERVES THE RIGHT TO MODIFY THIS WARRANTY POLICY AT ANY TIME, HOWEVER, ANY SUCH MODIFICATION WILL NOT ALTER THE WARRANTY CONDITIONS APPLICABLE AT THE TIME OF SALE.

NOTICE TO INSTALLER/RESELLER

PLEASE MAKE THIS WRITTEN WARRANTY AVAILABLE TO THE PROSPECTIVE BUYER FOR ITS REVIEW BEFORE THE SALE. ALSO, PLEASE SUPPLY A COPY OF THIS WRITTEN WARRANTY POLICY TO ANY CONSUMER WHO PURCHASES ANY ROUSH[®] CUSTOM ENGINE SOLD OUTSIDE OF THE USA AND CANADA COVERED BY THIS WARRANTY.