



## GROOMS GENUINE MARINE® ENGINES LIMITED WARRANTY

### WARRANTY COVERAGE

Your Grooms Genuine Marine® engine is warranted against failures caused by defective parts or workmanship for 24 months from the date the remanufactured engine was installed if it is used for personal pleasure or for 90 days if it is used for commercial purposes. It covers the engine and the parts supplied by Grooms and pays labor according to our reimbursement schedule. Repairs or replacements do not extend this warranty.

### WARRANTY REIMBURSEMENT

If the failure of a Grooms Genuine Marine® engine is caused by our defective workmanship or materials, we will repair the engine, replace it, or refund the cost of the engine at our option.

Labor for the removal and replacement of the engine will be reimbursed at \$50/hour up to a maximum of \$550 if the engine was installed by a qualified technician.

Field repairs must be authorized before the work is done. Parts and labor will be paid after we have received the parts, inspected them, and determined that they were defective. Labor will be reimbursed at \$50/hour up to a maximum of \$550 for the complete repair.

### WARRANTY PROCEDURES

If you have a problem with a Genuine Marine® engine, call your distributor. They will assign a reference number and help determine what needs to be done. Any parts that may be defective must be returned to the manufacturer for inspection on a designated freight line.

### WARRANTY LIMITATIONS

This warranty does not cover problems or failures caused by components not supplied by Grooms, abuse, or an improper installation. It is not an unconditional warranty against all hazards or failures. Problems caused by preignition, detonation, lack of lubrication, piston scuffing due to abuse, overheating, dirt and debris, water in the engine from external sources, damage caused

by freezing, or modification are specifically excluded from any warranty consideration. Routine maintenance such as valve adjustment is not covered by the warranty.

This warranty does not include reimbursement for phone expenses, boat rental, storage or slip fees, loss of use or income, additional labor or any other consequential and/or incidental damages under any circumstances.

The gasket sets included with our engines may not include everything needed for a specific application so you may have to purchase additional gaskets at your expense to complete the installation. We are not responsible for problems with any gaskets, including head gaskets, that were not installed by Grooms.

No repairs will be covered by this warranty without the specific prior notice and consent of Grooms Engines or its authorized distributor. Notice of a defect must be made prior to the expiration of the warranty. The buyer's right to repairs, replacement or refund, according to this warranty, is the buyer's exclusive remedy. This warranty is not transferrable to anyone else.

This warranty is governed by and construed using Tennessee law as if this warranty were made and performed completely within the state of Tennessee without regard to its conflict of laws principles. Any legal action taken that relates to this warranty agreement shall be brought only on the Courts of Davidson County, Tennessee or the United States District Court for the Middle District of Tennessee, as their subject matter jurisdiction may lie. Purchaser and Grooms consent to the jurisdiction of those courts and waive any claim they may have to lack of venue or lack of jurisdiction in those courts.

**THIS WARRANTY EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PROVIDED, HOWEVER, THAT IF AND TO THE EXTENT THAT AN IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTY SHALL BE LIMITED IN DURATION TO THE DURATION OF THE COMPARABLE EXPRESS WARRANTY CONTAINED HEREIN.**