

Engines and Transmissions

ETA is the nations leading provider of used engines, rebuilt engines, remanufactured engines, low-mileage engines, long blocks, drive trains, remanufactured transmissions, rebuilt transmissions, used transmissions, short blocks, and much more!

Unbeatable Price, Quality, Service

Terms & Conditions

ETA REMANUFACTURED WARRANTY

ENGINE LONG BLOCK ASSEMBLY & TRANSMISSION ASSEMBLY

A. TERM:

- **3 Years/UNLIMITED Miles Parts and Labor warranty** for engines when installed in cars or light trucks that are used for personal transportation.
- **3 Years/UNLIMITED Miles Parts and Labor warranty** for Transmissions when installed in cars or light trucks and are used in personal transportation.
- **12 months/UNLIMITED miles Parts and Labor warranty** when installed in vehicles over 8600 GVW or those used in fleet or commercial applications.
- **6 months/UNLIMITED miles** for short blocks.

B. COVERAGE:

The warranty period begins on the Invoice date and continues for the period of time stated on customer invoice.

- Your ETA engine is warranted against failures caused by defective parts or workmanship. This warranty does not cover problems caused by components not supplied by us, abuse, abnormal combustion, dirt, lack of lube, overheating or improper installation. There is no reimbursement for towing, rental cars or trucks or any other consequential damages.

C. WARRANTY AND GOODWILL:

- Any parts that may be defective and covered under this warranty must be returned to ETA, unless ETA decides to repair rather than replace the unit. If the part falls under a valid warranty ETA will cover all freight costs. Once the diagnostic is received from the certified mechanic, ETA will decide whether to replace or repair the part. If unit is returned, an inspection will be done to determine whether or not it's a warrantable failure. If it's our responsibility, we will pay the costs associated with the parts and labor according to the warranty on the invoice, based on a national average. If it's not our responsibility, we will repair or replace the engine at a reduced cost to help you minimize your out-of-pocket expense.

D. CORE RETURNS:

Cores must be returned within 30 days of the original purchase date. If your core deposit is waived, the core is still required back within 30 days or the card on file will be charged for the applicable core deposit, failure to send back the core can also result in voiding of the warranty. If after inspection it is determined that the core is not rebuildable, the core deposit will not be refunded since the core is not usable.

*****PLEASE NOTE*****

1. The engine and Transmission warranty covers all internals. Bolt-on accessories, wiring, turbos and sensors are not warranted.
2. We are not responsible for improper installation and or labor charges.
3. All returned parts or cancelled orders are subject to a 25% handling and restocking fees plus customer assumes all shipping costs.
4. In the event that the buyer defaults in the terms of payment, the buyer agrees to reimburse ETA for all costs and attorney fees it incurs in collection action.
5. Mis-ordered or mis-diagnosed parts are non-refundable.
6. We do not assume towing, shipping, transportation, and car rental cost.

7. Usual delivery time is about 5-7 working days but due to some unusual circumstances please allow additional time.

8. All residential deliveries incur an additional shipping charge ranging from \$75-\$150, depending on the requested shipping service, unless agreed to otherwise.

9. Extended warranty will be activated upon notification of installation of part.

10. Engine or transmission must be installed AND warranty activated within 14 days of delivery OR ALL WARRANTIES WILL VOIDED. Returns will be accepted, but must be shipped back on or before the 14th day (two weeks) at the customers expense.

11. Exchanges or Store credits only after the part has been in customer possession for more than 30 days.

12. Although ALL ETA parts are cleaned and certified before they ship no warranty or guarantee is made towards the appearance of that part.

13. Make sure to inspect all parts before signing for them on delivery.

14. The stated mileage is not guaranteed and pulled from odometer prior to dis-assembly.

15. We do not warranty oil leaks/damage on engines or transmissions due to non replaced seals, gaskets or filters.

16. OEM auto parts are interchangeable with multiple years, makes and models which mean the same part is an exact fit for multiple makes and models as determined by OEM standards. We guarantee the part we sell to fit your vehicle.

17. All deposits must be paid off within 90 days of the initial payment and are non-refundable.

18. Any engine and transmission returned not in the same assembled condition as it was received will not be refunded under any circumstances.

19. All returned parts or cancelled orders are subject to a 25% handling and restocking fees plus customer assumes all shipping costs if customer cancels while the shipment is in route.

20. Remanufactured parts have a pass through warranty, that is directly serviced and maintained by the manufacturer. Any and all claims are directly serviced by the manufacturing facility, and no additional coverage or reimbursement is offered or implied by ETA. The labor rate paid by the manufacturing facility is a national average of \$50 hourly paid by book hours and determined, administered, and distributed directly by the supplying warehouse.

21. All returned cores must be free of cracks and rebuildable in order to receive the core refund.

CONDITIONS THAT WILL VOID WARRANTY:

1. If the item is improperly installed.
2. If the item is used for racing, Commercial or Taxi purposes.
3. If the item is operated without proper lubrication or cooling regardless of the reason.
4. If the installation instructions are not properly followed.
5. Installs not done by a certified mechanic.
6. If the part is overheated, or has melted heat tabs.
7. Fuel washing, or any other dilution of the engine lubricant can void warranty.
8. WARRANTY VOID if engine run or operated at excessive temperatures or with out maintaining proper water level .
9. If an engine or transmission is disassembled in any way without our express written authorization it will void the warranty.

Engine Warranty – Full Detail

ETA warrants to the original purchaser that each used engine sold by ETA shall be free from knocking, excessive oil consumption and cracks in the block, subject to the following terms and conditions.

DEFINITIONS:

Engine: As used herein, the term engine shall mean, a used engine assembly (basic block, cylinder head and internal components) supplied by ETA of the original manufacturer – Everything else is left on for convenience purposes only. Please refer to your invoice for a detailed description of what is included in your order including warranty, and part details. If there is an error in your invoice, please notify your rep asap as the order will be filled according to what is on the invoice.

STANDARDS:

Subject to the limitations listed herein, ETA at its option will either give the customer another engine of the like kind and quality, if available from ETA stock

or refund the purchase price if ETA agrees engine defective. ETA will not be responsible for any labor cost incurred by the customer.

LIMITATIONS:

Claims:

If a failure does occur within the warranty period, please contact your salesperson and open a warranty claim. Your salesperson will email you a

warranty checklist document. Once the documentation has been submitted to ETA, it will take approximately 5 business days to finalize the warranty claim. All documentation needs to be submitted within 7 business days or the warranty will be void. Continued operation of the vehicle after a failure has been identified will void the warranty as this will cause additional damage.

This warranty applies only to the used Engine or Transmission. This warranty shall not apply to or include the following:

1. Repair or replacement required as a result of any accident or misuse.

2. Repair or replacement of any engine item, including specifically, without limitation, to all components of the cooling, fuel, electrical, engine control system, and all ignition system components, belts, hoses and filters.

3. Any engine used for competition racing or related purposes.

4. Any engine which has been repaired or remodeled to which any device or accessory not conforming to original manufacturer specifications has been installed.

5. Warranty DOES NOT apply to any engine damaged as a result of overheating or lack of lubrication. The warranty will be void on any engine returned with the heat tabs missing or melted out. Heat tabs will melt at 260 degrees and above.

6. Any warranty repairs must be authorized by ETA and will be handled on a case

by case basis.

7. If we elect to replace your engine with another engine, the replacement is considered to be a repair of the original unit. YOUR ORIGINAL DATE OF INSTALLATION and MILEAGE AT THAT TIME REMAIN IN EFFECT.

8. CVT transmissions are not eligible for extended parts and labor warranty .

9. One time warranty fulfillment – If there is a claim during the warranty period, once the claim has been approved, the warranty will be satisfied, and no additional warranty claims will be honored.

10. The supplying warehouse is the backer of the warranty, and any and all warranty and return claims are submitted to approved or denied by the supplying warehouse.

ADDITIONAL LIMITATIONS & OWNER/USER OBLIGATIONS FOR THIS WARRANTY TO REMAIN IN EFFECT.

All replacement parts must be Original Equipment manufacturer parts. (OEM)

1. Engine oil and filter **MUST** be changed at the first 1,000 miles after installation and remaining oil and filter changes to follow manufacturers suggested

schedule. (Official Service Center Records must be kept – No personal maintenance records are accepted. (Hand written etc.)

2. Oil and temperature light/gauge and speedometer MUST be in proper working order

3. New thermostat MUST be installed

4. New timing belt must be installed (if applicable)

5. New Front and Rear main seals

6. New Intake, Exhaust manifold and Oil pan gaskets

7. New water pump

****FAILURE TO PERFORM THE ABOVE OPERATIONS INVALIDATES WARRANTY****

LIMITED LIABILITY:

The liability of ETA is solely and exclusively limited to supplying a replacement engine if available or refunding purchase price. ETA does not assume and has no liability for labor costs or replacement of oil or anti-freeze, damage to other engine parts or components towing charges, telephone calls, freight, lost profits, lost time, substitute transportation or replacement vehicle or any other consequential damages. ETA has no responsibility for any failure resulting from improper installation, modification of the product faulty or incompatible parts and accessories and/or abnormal use of operation.ETA sells used automobile engines and transmissions, not used automobiles.State and

federal laws regulate odometer mileage for most used automobiles, but odometer mileage determinations for used engines and engine parts are not practically possible, and are not subject to known state and federal laws. Determination of mileage use for used engines or transmissions cannot be done with certainty because these engines and transmissions are routinely sold and transferred separate and apart from the original vehicle in which they were installed. Therefore all representations of mileage are estimates based upon information and odometer reading. ETA does, however, offer extensive engine and transmission part warranties regardless of mileage, relying upon ETA expert evaluation of its products. In the event that the Buyer defaults in the terms of payment, the Buyer agrees to reimburse ETA for all cost and reasonable attorney fees it incurs in a collection action. We do NOT accept anything Freight Collect. Purchaser agrees that if any legal dispute arises as a result of this transaction, the purchaser agrees to binding arbitration in Jacksonville, Duval county FL.

Terms and Conditions

USED ENGINE LONG BLOCK ASSEMBLIES, TRANSMISSIONS, AND REPLACEMENT PARTS

COVERED COMPONENTS:

ENGINE: The following components of gasoline or diesel engines: pistons pins, crankshaft and main bearings, connecting rods and rod bearings, camshaft and camshaft bearings, intake and exhaust valves, valve springs, oil pump, push rods, rocker arms, hydraulic lifters and rocker arm shafts. The engine block and cylinder heads are covered only if damaged by a covered component.

Used Replacement parts including body parts like Hoods, bumpers, doors, mirrors

These parts are sold as used parts in “as is” condition the only guarantee on body parts is they are guaranteed to be correct as ordered, as there is no way to guarantee a used body part will not have some dings or scrapes.

GENERAL, KEY TERMS, LENGTHS, CONDITIONS & RETURNS:

6 Month/ 6K Miles Parts Replacement

12 Month/ 12K Miles Parts Replacement

24 Month/ 24K Miles Parts Replacement

REPLACEMENT PARTS (INCLUDING ENGINE): The engine must be installed within 14 days of its receipt.

All replacement parts must be Original Equipment manufacturer parts. (OEM)

8. Engine oil and filter **MUST** be changed at the first 1,000 miles after installation and remaining oil and filter changes to follow manufacturers suggested schedule. (Official Service Center Records must be kept – No personal maintenance records are accepted. (Hand written etc.)

9. Oil and temperature light/gauge and speedometer **MUST** be in proper working order

10. New thermostat **MUST** be installed

11. New timing belt must be installed (if applicable)

12. New Front and Rear main seals

13. New Intake, Exhaust manifold and Oil pan gaskets

14. New water pump

Returns will be accepted within 14 days of delivery. If merchandise is not defective, customer may be subject to a 25% restocking fee

If customer cancels prior to shipping, order will be subject to a 15% restock fee to recoup costs of prepping, testing, dismantling, crating, and handling.

TRANSMISSION INSTALLATION INSTRUCTIONS

1 New Transmission filter must be installed

2 New Gasket set must be installed

3 New transmission cooler must be installed (when applicable)

4 New seals must be installed (when applicable)

****FAILURE TO PERFORM THE ABOVE OPERATIONS INVALIDATES WARRANTY****

Any claims occurring prior to receiving such funds will be considered pre-existing and will not be covered. In case of a total breakdown of a part or engine, the administrator's obligation is limited to repairing or replacing broken covered components. It is the administrator's decision to replace the engine or to replace part(s) that are covered under this contract. If replacement of an engine is required and a replacement engine is not available we reserve the right to pay in cash the cost of replacement engine's value. If the engine needs to be replaced under the coverage of this contract, ETA has the option to replace the said engine with another used assembly of like kind and quality, or paying the contract holder the ETA wholesale replacement engine cost. ETA will not be responsible for any freight cost incurred. Replacement of any parts or engine will be done only once under this contract. Failure to allow ETA to exercise the terms of this warranty, will result in a refund minus freight and restock fees. Purchaser agrees that if any legal dispute arises as a result of this transaction, the purchaser agrees to binding arbitration in Jacksonville, Duval county FL.

TRANSFERABILITY: This product warranty is non-transferable to another purchaser or another engine.

ADMINISTRATOR'S RIGHTS TO TERMINATE BENEFITS: In the event of a claim, administrator reserves the right to terminate the benefits of this product warranty upon the discovery of fraud or misrepresentation of a material fact by the purchaser or the purchaser's representative. Evidence of fraud or misrepresentation is forwarded to the proper state and federal authorities. Any vehicle used in the commission of a crime will have all benefits terminated.

Price match – While ETA does offer price match service, we also reserve the right to pass on the deal or transaction. We also reserve the right to refuse service to anyone.

MAINTENANCE REQUIREMENTS:

1. Change oil every 3,000 miles or 3 months, whichever comes first after the initial oil change and product installation. This must be done by a commercial lubrication facility.

2. Purchaser may not have their required maintenance performed by a service facility that is owned or operated by the purchaser. Purchasers cannot perform their own maintenance for product warranty requirements.

3. Acceptable records documenting purchaser's adherence to the vehicle manufacturer's required maintenance are required in the event of a claim.

4. Acceptable records must be: issued on the date of maintenance, issued in the name of purchaser, be signed by purchaser, be electronically generated, issued by the commercial lubrication service facility performing the maintenance, include mileage, date, vehicle identification number, year, make, and model, and include a record of payment and service performed. Any handwritten information on records, receipts or repair orders, pertaining to or documenting required maintenance are not acceptable.

EXCLUSIONS:

1. Breakdown or failure of any listed covered component prior to benefit activation is not covered.

2. Any and all claims or damage resulting from: abuse, negligence, freezing, overheating of any type, failure to maintain proper coolant, fluid, refrigerant, or lubrication levels, personal damages, per diem, expenses, storage fees, medical expenses, telephone or rental charges, fire, flood, vandalism, theft, collision, acts of GOD, competition or racing, usages not approved by the vehicle manufacturer, improper load capacity, or improper towing, damages caused by contaminated fluids, coolants, or lubricants for any reason, misuse, road conditions, riots or acts of war. Excessive oil consumption and diminished performance are not covered. Leaking seals, gaskets or fittings are not covered. Vehicle components that require normal manufacturer's recommended replacement intervals are not covered. Benefits are not active until all applicable fees or installment payment plan confirmation has been received by the administrator.

3. Pre-existing conditions and problems that occur prior to the benefit activation date and mileage are not covered. Covered components that are worn or burned but NOT broken are not covered. Broken covered components are defined as components that have cracked or separated into pieces. Covered components that are flaking or have been damaged by excessive heat or scoring are not covered.

4. Any component not listed as a covered component, is not covered. Damage to a covered component due to non covered component failure is not covered.

5. Incidental and consequential damages are not covered.

6. Vehicles with: a non-functioning odometer, a diesel engine manufactured before 1990, a rotary engine, alterations not approved by the manufacturer

including, but not limited to, oversized or undersized tires and lift kits, and vehicles used for commercial purposes, Recreational Vehicles over 9,000 pounds Gross Vehicle Weight which includes most Class A, Class B and Class C Motor Homes and Bus conversions, are not eligible for coverage under this product warranty. Additionally, products used in competitive racing or on commercial or rental race tracks are not covered. ETA' warranty does not cover products if they are used in an application for which they were not engineered.

7. Claims occurring outside the United States are not covered.

8. Once a claim has been initiated, the purchaser may not continue to operate the vehicle until a claim decision has been made. Continued operation will void the claim.

9. Any work or repair done to vehicle without prior written authorization from administrator is not considered an authorized claim.

10. Warranty will void if the part is used for racing, as a commercial vehicle, or as a Taxi. If operated without proper fluids, or has melted heat tab.

11. Freight is not paid under this contract on any parts or engine claims.

12. Towing & diagnostic charges are not paid under this contract.

13. Breakdown or failure means totally inoperable. It does not mean a decrease or gradual reduction in the parts performance due to normal or abnormal wear and tear.

14. Commercial use is not covered unless box is checked and the surcharge is paid.

15. Breakdown caused by mechanical alterations not meeting manufacturer's specifications.

16. Breakdowns covered by factory recall.

17. Any covered part which is not broken or inoperable, which a repair facility recommends or required to be repaired or replaced.

18. Breakdowns to a covered part already replaced under the contract.

19. Liability for tear down is the customer's responsibility.

20. Defective parts must be made available for inspection upon the claims administrator's request.

21. Breakdown caused by excessive wear and tear for the year and mileage of vehicle are not covered under this contract.

22. Warranty is voided if heat tab is melted, or if engine has no heat tab at time of claim.

23. Breakdowns covered by manufacturer warranty or recall, distributor or repairers guarantee, any other written warranty, government or court orders, decrees or settlements, or any valid or collectable insurance policy.

24. Improper engine installation.

25. We do not warranty oil leaks/damage on engines or transmissions due to non replaced seals, gaskets or filters.

26. Transmission cooler lines must be flushed or warranty will be void.

27. Radiators with engine oil coolers and divorced oil coolers must be replaced.

Modules

ETA is the nations leading provider of used engines, rebuilt engines, remanufactured engines, low-mileage engines, long blocks, drive trains, remanufactured transmissions, rebuilt transmissions, used transmissions, short blocks, and much more!

Core Return:

We charge a core deposit for every order. It will be client's responsibility to return the core at their cost. Once the core is returned you will receive your core deposit refund in 3-5 business days. Please return cores and copy of invoice from sales@ETAengines.com , 4040 Corrientes Court East, Jacksonville, FL 32217. Again your core deposit refund will be processed and refunded to you within 3 – 5 days of receipt of your core at our facilities.

Exclusions:

This warranty does not cover damage or failure arising directly or indirectly from improper installation, or related vehicle problems, misuse, maintenance, neglect, abuse, overheating, vandalism, abnormal operation, environmental conditions, accident or any damage which was apparent and not reported at the time of delivery.

1. This warranty does not cover freight costs or return shipping.
2. This warranty does not cover any labor or installation charges. The only exception is if you have written permission from ETOA INC.
3. This warranty will not cover all on board programming, some programming may have to be done by your local mechanic.

Warranty Void If:

1. If part is not installed within 15 days of delivery.
2. Product is installed in the wrong application then what it is intended for
3. Failure is caused by or related to a collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, freezing, flood or any other Act of God.
4. Failure is caused by neglect, abuse, misuse, racing (whether on road or off-road), or modifications.

5. There is evidence that the vehicle was continually operated after a failure code was activated.

6. Failures are caused by non-covered components, improper installation, failure to clear computer codes, defective workmanship (installer), usage for which the part was not Intended, improper maintenance, and not following manufacturer's Technical Service Bulletins.

General Limitations:

This warranty is for the original purchaser of the part, and may not be transferred to anyone. If you have a warranty claim you must be able to provide the original receipt in your name for the claim to be active.

Any repairs not expressly authorized by apxengines.com will immediately void your warranty.

ETA has the right to have the part inspected to make sure all aspects of warranty have been met. We will do this before any replacement, refund, or repair is accepted. Any accessories attached to module are the client's responsibility to remove.

This warranty is limited to the module that ETA repairs, or replaces. This will not apply to any other vehicle module, or any other vehicle module that causes defects in the module we provide.

Terms, Warranty, and Returns:

Used ECM's, ECU's, PCM's, TCM's, BCM's: No refund when bought 'used'. We guarantee the Module was functional at the time of vehicle dis-assembly. They are sold as replacement only. We do not guarantee the part we provide will fix your vehicle due to misdiagnosis or other causes unrelated to the part, or that it is programmed and ready to install. Used Modules are tested working at the time of vehicle dis-assembly.

Repaired Modules: 12 month limited warranty. For warranty to be valid all installation instructions must be followed.

Remanufactured Modules: 12 month limited warranty. For warranty to be valid all installation instructions must be followed.