

RISING SUN ENGINES, INC STANDARD LIMITED WARRANTY FOR AUTOMOBILE ENGINES, TRANSMISSIONS & PARTS

Except as set forth below, RISING SUN ENGINES, INC warrants that the used, rebuilt or new items described on the sales invoice will be free from defects under normal use and proper maintenance for the period set forth under "Warranty Term" on the sales invoice. Included in the engine warranty are the engine block, crankshaft and bearings, pistons, connecting rods, cylinder head, valve train, timing cover and head gaskets only.

Excluded from the warranty are:

- 1) The cost of the labor, the cost of towing, the cost of removal or the reinstallation of the engine, transmission or part, freight, car rental, or other incidental expenses incurred in return of the item.
- 2) All service items, including belts, hoses, spark plugs, ignition points and filters.
- 3) Oil seals.
- 4) Any external components which may be attached to the long block.

This warranty will be voided by:

- 1) Overheating. A leak anywhere in the cooling system including head gaskets, will result in a loss of coolant and overheating. Overheating, regardless of cause, will void this warranty.
- 2) Failure to comply with "Things You Should Do" described on the invoice. If the neglected item is suspected as a cause of the failure, the warranty is void.
- 3) Misuse or alteration of the engine, transmission, or part, accident or fire.
- 4) Improper installation or repair.
- 5) Use of engine, transmission, or part in commercial vehicles or competitive events.
- 6) Failure to maintain the transmission or engine or its lubrication, cooling, electrical, fuel and emission control systems in accordance with manufacturer's recommendations.
- 7) Failure to maintain recommended levels of motor oil or transmission fluid. A leak in the engine or transmission or its gaskets will result in the loss of lubrication and damage. Failure to maintain adequate fluid levels, regardless of cause, will void the warranty.
- 8) Installation or use of the engine without original emission control equipment from the original engine.

It is the buyer's responsibility to install the original emission control system on the engine. Federal law prohibits alteration or removal of any part of an emission control system required for motor vehicle operation on public streets or highways.

This limited warranty is made only to the original purchaser or owner of the vehicle in which the engine, transmission, or part is originally installed and will end on sale or other transfer of the engine, transmission, or part or the vehicle in which it is initially installed.

RISING SUN ENGINES, INC will repair or replace any defective part of the transmission, long block assembly, or part to which the warranty applies. In order to make a claim under this warranty, buyer must promptly notify Rising Sun Engines, INC of any defect before the warranty term expires and receive authorization before proceeding to repair or replace a defective part. If the estimated cost of repair exceeds 20% of the original cost of the engine, transmission, or part, RISING SUN ENGINES, INC may require buyer to return the engine, transmission, or part to it for repair or replacement.

The foregoing sets forth the only warranties made by RISING SUN ENGINES, INC in connection with the used or rebuilt engine, transmission, or part described on the invoice. No other express warranty is given and this warranty is in place and in lieu of all warranties of merchantability and fitness and buyer's remedies are in lieu of all consequential and incidental damages.

This warranty specifies the buyer's legal rights. The buyer may have other rights which vary from state to state. If the parties disagree over the interpretation of this warranty or the duties of the parties hereunder, either part may require that the matter be submitted to arbitration for resolution in Chico, California.

This warranty will be extended for the number of whole days that the engine, transmission, or part is out of buyer's hands for warranty repairs. If the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, the warranty will be extended until the warranty repairs have been completed. If the warranty repairs did not remedy the defect the buyer must notify RISING SUN ENGINES, INC of the failure of the repairs within thirty (30) days after they were completed. If a defect arises during the warranty period, the warranty will not expire until the defect has been fixed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return the engine, transmission, or part for replacement or refund, subject in either case to a deduction of a reasonable charge for usage. The time extension provided herein does not affect the protections or remedies buyer has under other laws.