

# **FIRST MATE** MARINE ENGINES **First-Rate Transferable Limited Warranty**

## **Long Blocks**

### **Pleasure Craft Boats**

12 Months Parts and Labor\*/24 Months Parts

### **Commercial or Charter Boats**

12 Months Parts and Labor\*

## **Performance Long Blocks**

### **Pleasure Craft Boats**

12 Months Parts and Labor\*

### **Commercial or Charter Boats**

No Warranty

## **Short Blocks**

### **Pleasure Craft Boats**

12 Months Parts and Labor\*

### **Commercial or Charter Boats**

12 Months Parts and Labor\*

First Mate Marine expressly warrants that its engine is of good quality and free from defects in materials or workmanship. Purchaser acknowledges that First Mate Marine has made no affirmation of fact or promise relating to its engines outside this Limited Warranty and First Mate Marine has provided the purchaser no description, sample or model of its engine upon which the purchaser has relied in deciding to purchase a First Mate Marine engine. First Mate Marine will, at its sole discretion, replace defective parts or a complete engine. All repairs will be made at the seller's or distributor's cost, plus applicable labor pursuant to the Labor Policy set forth below. **PRIOR AUTHORIZATION IS REQUIRED FROM FIRST MATE MARINE BEFORE WARRANTY WORK IS BEGUN.** Call First Mate Marine at (800) 437-1779 for a numbered authorization. It is the sole responsibility of the ultimate purchaser/owner to pay for such work and submit the alleged defective parts, written repair order showing all charges, and a written receipt for payment of all charges to First Mate Marine for review and determination by First Mate Marine that the engine failure is or is not covered by this Limited Warranty. Repairs or replacements do not extend this Limited Warranty.

## **Transferable**

This Limited Warranty is transferable and is not limited to the ultimate purchaser/owner at the time of the sale.

## **Labor Policy**

First Mate Marine will pay labor claims only to repair facilities it has authorized. First Mate Marine will not be liable for or pay any labor claims on First Mate Marine engines installed by a third party who is not a certified marine mechanic (Marine Certificate or equivalent). All labor expense for field repairs, removal or reinstallation shall be limited to that expense and to those hours listed in the most recent Motors Flat Rate Manual, or equivalent manual pre-approved by First Mate Marine, at the prevailing labor rate for the area but not to exceed \$40.00 per hour. In no event shall the total amount of labor cost exceed \$500.00 for all boats 20 foot or shorter, \$600.00 for cabin cruisers 21 foot or longer. A \$150.00 crane allowance will be allowed on cabin cruisers 21 foot or longer in addition to the limitation on labor costs.

## **Owner Obligations**

Upon 10 hours after initial startup, ultimate purchaser/owner shall assure that a certified licensed and qualified mechanic authorized by First Mate Marine inspects your engine, which inspection should include, but is not limited to, adjustment of tappets (if applicable), adjustment of valves, timing and carburetor adjustments, tightening of gasket bolts (First Mate Marine recommends retorquing gasket bolts regardless of gasket type), and a change of oil and oil filter. Carefully monitor oil levels for the first 100 hours as oil consumption may be higher during this period. Use good quality motor oil of the appropriate grade and viscosity as recommended by the original engine manufacturer. First Mate Marine recommends against the use of synthetic oils or non-detergent oil, the use of which by the ultimate purchaser/owner shall void this Limited Warranty. Proper oil pressure and lubrication are mandatory for good engine break-in. All boats should be equipped with gauges or lights to indicate engine temperature and oil pressure. **DO NOT OPERATE BOAT WITH ABNORMAL OIL PRESSURE OR WATER TEMPERATURE.** After initial startup, avoid excessive RPM and keep boat on plane. Vary RPM range for first 3 to 5 hours running time. High engine RPM may damage your new engine through friction and high temperatures. Avoid long period of idling. Engine overheating and engine failure due to the lack of lubrication can be prevented by adequate monitoring of all gauges or lights and should never in the absence of neglect by the purchaser result in engine damage.

\*See actual warranty for specific details.

## **Limitations and Exclusions**

All other warranties express or implied, and all implied warranties (including merchantability and fitness for a particular purpose) are hereby excluded and no warranties exist which extend beyond the description in the express limited warranty on the face of this document with regard to any engine or part provided by First Mate Marine. No oral statements by any person, distributor or salesman may modify or change this Limited Warranty. No term of any purchase order or other form from the purchaser or distributor/seller shall modify or change this Limited Warranty.

This Limited Warranty is not an unconditional warranty against all hazards or failures. First Mate Marine shall not be responsible for:

- Damage or repairs required as a consequence of faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation.
- Parts not supplied by First Mate Marine (including but not limited to pan, manifolds and covers, water pumps, fuel pumps, distributor and carburetor or fuel injection systems), or damages resulting from the use of parts not supplied by First Mate Marine.
- Damages resulting from detonation or pre-ignition, including but not limited to melted or broken pistons, broken or scored rings, damaged cylinder heads or gaskets, scoring on cylinder walls or piston heads.
- Damages resulting from improper pre-lubrication prior to startup.

The ultimate purchaser's/owner's exclusive remedy against First Mate Marine shall be for the replacement of the engine or pay, at distributor cost, the cost of materials used for repairs as set forth above. No other remedy (including, but not limited to, any special, direct or indirect, incidental or consequential damages, such as lost profits, lost sales, injury to person or property, towing, oil, lubricants, filters, antifreeze, gaskets, shipping and freight, loss of use of vehicle or loss of time or any other incidental or consequential loss) shall be available to the ultimate purchaser/owner.

## **Governing Law and Venue**

The terms and provisions of the Limited Warranty, and each and every document related to this Limited Warranty, shall be governed by and construed according to the laws of the State of Nebraska. Any action at law, suit in equity or judicial proceeding for the enforcement of the Limited Warranty or any provision thereof shall be instituted only in the courts of Nebraska.

