



Terms and Conditions of Warranty

Upon purchase terms and conditions of warranty are legally binding. Top Of The Line Motors And Transmissions does not guarantee mileage. We do not cover labor charges. Abuse, Commercial Use, Industrial Use Voids any and all warranties.

If a warranty applies to the purchased part, it must be returned to Top Of The Line Motors And Transmissions location it was purchased from. Our warranty is binding only with the original purchase on this invoice and claims will be handled with the purchaser. Contact Top Of The Line Motors And Transmissions immediately PRIOR TO REPAIRING OR REMOVING any components. We require the original repair receipts prior to considering any warranty claim. A Satisfied Customer is our Number 1 Goal! At TOP OF THE LINE MOTORS AND TRANSMISSIONS. Customer satisfaction always comes first. That's why we back our engines with a – 3-year warranty or 30,000 miles Read on to find out more about the terms of conditions of your used engine or transmission warranty.

REPLACEMENTS/RETURNS Warranty Replacements: In the event of a Warranty Claim with any part which has qualified for a Free Replacement, it is required the part be made available for pick up within 10 Working Days failure to do, customer has now chosen to keep it, and warranty will be null and void. If wrong part is received, we must be notified within 72 hours of delivery. If the part is not made available for pick up within the 10-working day time frame, the warranty will be null and void. Returned Parts (not installed): In the event a customer wants to return a part BEFORE shipping, installing, or receiving for any reason, customer assumes all shipping cost as well a 35% re-stocking fee. It is required the part be made available for pick up within 7 Working Days. If the part is not made available for pick up within this time frame, no refund will be issued for the part. In the rare case we send a replacement motor/transmission before the unwanted/bad/wrong one has been returned, customer has to have it shipped to the location it came from within 30 days or they will be charged for the other motor/transmission as customer has now chosen to keep it.

ADDITIONAL LIMITATIONS & OWNER/USER OBLIGATIONS FOR THIS WARRANTY TO REMAIN IN EFFECT. 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, seals and gaskets including Rear main seal MUST be installed

4. New timing belt must be installed (if applicable) *FAILURE TO PERFORM THESE OPERATIONS VOIDS WARRANTY**

LIMITED LIABILITY: The liability of Top Of The Line Motors And Transmissions is solely and exclusively limited to supplying a replacement engine if available or refunding purchase price. Top Of The Line Motors And Transmissions 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. Top Of The Line Motors And Transmissions 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. Top Of The Line Motors And Transmissions 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 belief. Top Of The Line Motors And Transmissions do, however, offer extensive engine and transmission part warranties regardless of mileage, relying upon Top Of The Line Motors And Transmissions expertise evaluation of its products. We do NOT accept anything Freight Collect.

ENGINES COVERAGE INFORMATION: Acceptable records must be: issues 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.

Gas engine coverage expires 36 months from purchase date or 30,000 miles from odometer at time of used engine was registered; whichever comes first.

Diesel and truck engine coverage expires 36 months from purchase date or 36,000 miles from odometer at time of used engine installation; whichever comes first.

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. **SEALS & GASKETS:** Seals and gaskets are replaced only if part of repair or replacement of covered components. Leaking gaskets or seals are not covered.

GENERAL, KEY TERMS & CONDITION: REPLACEMENT PARTS (INCLUDING ENGINE and Transmissions): The engine must be installed and warranty must be activated within 10 days. If warranty is not activated within 10 days of delivery it will be reduced to a standard 60-day warranty. To activate warranty kindly email sales@topmotorsandtransmissions.com. A new thermostat and timing belt if applicable, must be installed at the time of engine installation. Customer must provide dated printed receipts 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, Top Of The Line Motors And Transmissions has the option to replace the said engine with another used assembly of like kind and quality, or paying the contract holder the Top Of The Line Motors And Transmissions wholesale replacement engine cost. Top Of The Line Motors And Transmissions will not be responsible for any freight cost incurred. Replacement of any parts or engine will be done only once under this contract.

TRANSFERABILITY: This product warranty is not 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. Litigation of any kind, must be filed in Hillsborough County Florida.

1. The engine warranty covers block, heads, and all internals. Bolt-on accessories, wiring harnesses and sensors are not warranted.
2. In the event of a warranty claim, an Engine Diagnostic Report is required from an ASE Certified Automotive facility.
3. Engine warranties are limited to manufacturing defects in the block, heads, pistons, crankshafts, camshafts, rockers, and oil pumps. We do not warranty any attached accessory parts, such as switches, sensors, cables, electronics, belts, hoses, water pumps, manifolds, wire harnesses, valve covers, brackets, flywheel etc. Diesel Engines: We do not cover injectors, high pressure oil pumps, high pressure fuel injectors or any other part which is not part of the core engine as defined above.
4. We are not responsible for improper installation and or labor charges.
5. All returned parts or cancelled orders are subject to a 35% handling and processing fees OF THE TOTAL INVOICE ITEM AMOUNT.

plus customer assumes all shipping costs both ways.

AS DELIVERY/SHIPPING COST IS NOT REFUNDABLE.

This applies to 25% DEPOSIT HOLDS as well if motor is put on hold and later not needed or change your mind. If hold is for motor over \$5,000 the Deposit of \$1,000 is non-refundable. Holds are up to 10 days

NO EXCEPTIONS

6. All mis-ordered or mis-diagnosed parts will be assessed a 35% processing charge and freight both ways, regardless of the reason...
7. We do not assume towing, shipping, transportation, and car rental cost.
8. Usual delivery time is about 7-14 working days but due to some unusual circumstances please allow additional time.
9. All residential deliveries incur a \$125 shipping charge, unless agreed to otherwise.
10. Extended warranty will be activated upon notification of installation of part.
11. Engine or transmission must be installed AND warranty activated within 10 business days. Photograph of odometer must be sent to sales@topmotorsandtransmissions.com within ten days of delivery OR ALL WARRANTIES WILL Be VOIDED. Falsifying information will automatically void your warranty.

12. Exchanges or Store credits only after the part has been in customer possession for more than 30 days.
13. Although TOP OF THE LINE MOTORS AND TRANSMISSIONS makes every effort to make the part look as nice as possible before it ships no warranty or guarantee is made towards the appearance of that part.
14. Make sure to inspect all parts before signing for them on delivery.
15. The stated mileage is not guaranteed and is correct to the best of our knowledge.
16. We do not warranty oil leaks/damage on engines or transmissions due to non-replaced seals, gaskets or filters.
17. OEM auto parts are interchangeable with multiple years, makes and models which means 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.
18. All deposits are non-refundable.
19. Any engine and transmission returned not in the same assembled condition as it was received will not be refunded under any circumstances. If the engine or transmission is disassembled in any way without our express written authorization it will void the warranty.
20. Engines are compression tested, visually inspected and cleaned.
21. If you were charged a core fee, you will not be refunded if there are cracks or holes in the block or head or if the engine is disassembled or if not returned within 30 days.
22. No Refunds will be issued due to Shipping Damage or Broken Items if not reported within 48 Hours of Delivery to Top Of The Line Motors And Transmissions and the Freight Company, which is the deadline to file a Freight Claim. Additionally, some form, such as an email, of written verification from the Freight Company of the Freight Claim must be retained in your records regardless of the time frame the Freight Claim was reported in.

CONDITIONS THAT WILL VOID WARRANTIES:

If the item is improperly installed.

If the item is used for racing. If the item is operated without proper lubrication or cooling regardless of the reason.

TOP OF THE LINE MOTORS AND TRANSMISSIONS warrants to the original purchaser that each used engine sold by TOP OF THE LINE MOTORS AND TRANSMISSIONS 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 TOP OF THE LINE MOTORS AND TRANSMISSIONS of the original manufacturer - Everything else is left on for convenience purposes only.

STANDARDS: Subject to the limitations listed herein, TOP OF THE LINE MOTORS AND TRANSMISSIONS at its option will either give the customer another engine of the like kind and quality, if available from TOP OF THE LINE MOTORS AND TRANSMISSIONS stock or refund the purchase price if TOP OF THE LINE MOTORS AND TRANSMISSIONS agrees engine defective. TOP OF THE LINE MOTORS AND TRANSMISSIONS will not be responsible for any labor cost incurred by the customer.

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

23. Repair or replacement required as a result of any accident or misuse.
24. 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, filters, gaskets and seals.
25. Any engine used for competition racing or related purposes.
26. Any engine which has been repaired or remodeled to which any device or accessory not conforming to original manufacturer specifications has been installed.
27. 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
28. Any warranty repairs must be authorized by TOP OF THE LINE MOTORS AND TRANSMISSIONS and will be handled on a case-by-case basis.
29. Upon submitting the Warranty Claim, you MUST submit documentation, as required during the Claim process, within 5 business days or your claim will be denied, no exceptions. Furthermore, continued operation of the vehicle after an issue has been identified will void the Warranty Claim.
30. 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.

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

31. 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.)
32. Oil and temperature light/gauge and speedometer MUST be in proper working order.
33. New thermostat MUST be installed
34. New timing belt must be installed. (if applicable)

MAINTENANCE REQUIREMENTS:

35. Change oil per Manufacturer Requirements, whichever comes first after the initial oil change and product installation. This must be done by a commercial facility.

36. 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.

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

38. 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:

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

40. 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

41. 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. Benefits are not active until the customer calls to activate warranty

42. 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

43. 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.

44. 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.

45. Incidental and consequential damages are not covered.

46. 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

47. and lift kits, and vehicles used for commercial purposes are not eligible for coverage under this product warranty.

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

49. 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.
50. Any work or repair done to vehicle without prior written authorization from administrator is not considered an authorized claim.
51. Warranty will void if the part is used for racing, operated without proper fluids, or a melted heat tab.
52. Freight is not paid under this contract on any parts or engine claims.
53. Towing & diagnostic charges are not paid under this contract.
54. 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.
55. Breakdown caused by mechanical alterations not meeting manufacturer's specifications.
56. Breakdowns covered by factory recall.
57. Any covered part which is not broken or inoperable, which a repair facility recommends or required to be repaired or replaced.
58. Breakdowns to a covered part already replaced under the contract.
59. Liability for tear down is the customer's responsibility.
60. Defective parts must be made available for inspection upon the claims administrator's request.
61. Breakdown caused by excessive wear and tear for the year and mileage of vehicle are not covered under this contract.
62. Warranty is voided if heat tab is melted, or if engine has no heat tab at time of claim.
63. 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.
64. Improper engine installation.
65. We do not warranty oil leaks/damage on engines or transmissions due to non-replaced seals, gaskets or filters.

TRANSMISSIONS

COVERAGE INFORMATION: Coverage expires 36 months from purchase date or 30,000 miles from odometer at time of transmission installation; whichever comes first.

TOP OF THE LINE MOTORS AND Transmissions require the Transmission Cooler, **front and rear gaskets, and seals to be replaced during installation or Warranty will be voided.**

Transmission: The following components of automatic or manual transmission: Torque Converter, Oil pump, Governor, Drums, Planetaries, Sun Gear & Shell, Sprags, Shafts, Bearings, Shift Rails, Forks, Synchronizers, External Switches and Sensors are not covered.

Seals & Gaskets: Leaking gaskets or seals are not covered.

Replacement Parts (transmission): In case of a total breakdown of transmission, the administrator's obligation is limited to repairing or replacing broken covered components. It is the administrator's decision to replace the transmission or to replace part(s) that are covered under this contract. If replacement of a transmission is required and a replacement transmission is not available, we reserve the right to pay in cash the cost of replacement transmission's value. If the transmission needs to be replaced under the coverage of this contract, TOP OF THE LINE MOTORS AND TRANSMISSIONS has the option to replace the said transmission with another used assembly of like kind and quality, or paying the contract holder the TOP OF THE LINE MOTORS AND TRANSMISSIONS wholesale replacement transmission cost TOP OF THE LINE MOTORS AND TRANSMISSIONS will not be responsible for any freight costs incurred. Replacement of any parts or transmission will be done only once under this contract.

MAINTENANCE REQUIREMENTS:

67. 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.

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

69. Acceptable records must be: issues 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:

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

71. TOP OF THE LINE MOTORS AND Transmissions require the Transmission Cooler to be replaced before installation or Warranty will be voided.

72. 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 cause by contaminated fluids, coolants, or lubricants for any reason, misuse, road conditions, riots or acts of war. 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. Parts repaired under the transmission supplier warranty qualify for labor reimbursement only. Benefits are not active until the customer calls to activate warranty.

73. Pre-existing conditions and problems that occur prior to the benefit activation date and mileage are not covered. 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.

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

75. Incidental and consequential damages are not covered.

76. Vehicles with: a non-functioning odometer, alterations not approved by the manufacturer including, but not limited to, oversized or undersized tires and lift kits, and vehicles used for commercial purposes are not eligible for coverage under this product warranty.

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

78. 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.

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

80. Freight is not paid under this contract on any parts or transmission claims.

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

82. Breakdown or failure means total inoperable. It does not mean a decrease or gradual reduction in the parts performance due to normal or abnormal wear and tear. Clutches are not covered under this agreement.

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

84. Breakdowns caused by mechanical alterations not meeting manufacturer's specifications.

85. Breakdowns covered by factory recall.

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

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

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

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

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

91. Breakdowns that occurred while under another warranty of any kind.

92. 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.

93. Improper transmission installation.

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

95. Transmission cooler lines must be flushed or warranty will be void. Transmission may need to be relearned, reset or flashed by dealer AND may need electronic valve body replaced.

DEFECTIVE ENGINE CLAIM PROCEDURE:

In the unlikely event of a Head/Block, or any other COVERED COMPONENTS listed above being defective, we will require the following to be emailed only to us at: customercare@topmotorsandtransmissions.com

To Top Of The Line Motors And Transmissions (TOOL MAT) and it's insurance company, "IF over 60 days from purchase " there will first need to be a review of the odometer reading from the required photo sent in to activate the warranty. Once we see that the activation was completed we will need.

1. A copy of receipt for the new thermostat, seals and gaskets including Rear main seal that MUST have been installed.

2. A detailed written description (work order) along with pictures of the described defective part from a Certified Mechanic ONLY.

3. A copy of the Mechanic's certification along with his/her contact information must be provided. As TOOL MAT will contact the Certified Mechanic to ensure that the documents are legitimate. The Certified Mechanic may not be the individual who bought the engine/transmission from TOOL MAT, however

if he/she is the installer, we will require to be able to communicate via phone.

Once required paperwork's has been emailed and reviewed, we will make a decision on whether we will provide a refund for the damaged part(s) only or if we will need to request for the engine/transmission to be returned for a replacement motor. Shipping charges or labor are not covered under warranty. You must return the defective engine/transmission complete with no parts missing (however it looked leaving our facility). If parts are missing, those parts will be removed from the replacement engine/transmission prior to being shipped out.

AT NO TIME ARE WE RESPONSIBLE FOR THE RETURN SHIPPING.

SALES & SHIPPING POLICY:

- No refunds or exchanges on non-defective engines.
- All refused / returned** orders will be charged 35% of the **total** invoiced amount for restocking fee plus **all original and return freight charges** back to the warehouse, **no exceptions.**
- TOOL MAT is not responsible for damages occurring during shipment of any engine, transmission, or parts
- TOOL MAT is not responsible for **any expenses involved** in applications of our products. **(Shipping, Labor, gaskets, fluids, Etc.)**

If shipping to address is Not as described i.e. needs a liftgate, is a residential address location, or anything extra is billed to us by the shipping company, customer assumes the cost and will be charged for such up \$150.00

At any time, Top Of The Line Motors And Transmissions reserve the right to refund the cost of original purchase order.