

## **Warranty Policy & Disclaimer for HDKIT's New & Remanufactured Cylinder Heads.**

### **Cylinder Heads**

- Cylinder heads are warrantied against failure due to faulty materials and/or workmanship for a period of one (1) year from date of invoice (Excludes high performance cylinder heads). Reimbursement of labor to remove and install a warrantable cylinder head and reimbursement for subsequent damage will be paid at the limits outlined in this document during the first six (6) months from the date of sale.
- Heavy Duty Kits' determination and approval as to the warrantability of a claim will require that the cylinder head first be sent to the HDKITS Warranty Department for physical examination.
- Damage or loss caused by abuse, misuse, neglect, accident, improper installation, storage, or handling, overloading, or use contrary to use and proper installation instructions is not covered by warranty.
- Warranties on replacement cylinder heads cover the unused portion of the original warranty.
- Labor cost to remove and reinstall a warrantable cylinder head will be reimbursed at sixty dollars (\$60) per labor hour for the total required labor hours as quoted by the Labor Time Guide selected by Heavy Duty Kits. Total amount of labor cost to be reimbursed for the removal and installation of a cylinder head is not to exceed one thousand, five hundred (\$1,500.00) dollars for each cylinder head claim.
- Subsequent engine damage caused by a warrantable cylinder head will require a detailed estimate of repairs to be submitted to Heavy Duty Kits' Warranty Department for review and approval. If approved, subsequent engine damage reimbursement for labor will be paid at a rate of sixty dollars (\$60) for each labor hour as outlined in MOTORS Labor Time Guide. Replacement parts needed as a result of subsequent damage will be replaced at actual cost of parts. The maximum amount to be paid by Heavy Duty Kits for all subsequent damage caused by a warrantable cylinder head is five thousand (\$5,000.00) dollars per warranty claim.
- High Performance Cylinder Heads are excluded from all warranty coverage with the exception of materials and workmanship of the casting. Heavy Duty Kits offers no other or additional warranty coverage whatsoever for high performance cylinder heads.
- THIS REPRESENTS THE TOTAL LIABILITY OF HEAVY DUTY KITS, FOR ANY CYLINDER HEAD WARRANTY CLAIM. HEAVY DUTY KITS MAKES NO OTHER WARRANTY WHATSOEVER, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESSED OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. M&D DISTRIBUTORS DOES NOT COVER INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR BREACH OF THIS AGREEMENT OR IN REGARDS TO THE SALE OF CYLINDER HEADS, SUCH AS, BUT NOT LIMITED TO, PHYSICAL INJURIES OR PROPERTY DAMAGE, LOSS OF TIME, LOSS OF USE OF THE VEHICLE, LOST PROFITS, INCONVENIENCE, RENTAL VEHICLE CHARGES, TOWING CHARGES, OR ACCOMMODATIONS RESULTING FROM A DEFECT IN OR FAILURE OF THE CYLINDER HEAD.

