

ROUSH® PERFORMANCE ENGINES - Warranty Policy

ROUSH COMPETITION ENGINE ASSEMBLIES & PARTS

NO WARRANTY

EACH ROUSH® COMPETITION ENGINE AND OR PART IS SOLD “AS IS”, “WHERE IS”, “WITH ALL FAULTS”, AND WITHOUT ANY EXPRESS GUARANTEES OR WARRANTIES WHATSOEVER. TO THE GREATEST EXTENT PERMITTED BY STATE AND FEDERAL LAW, ROUSH® DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; REGARDLESS IF A PARTICULAR PURPOSE IS IDENTIFIED IN ASSOCIATION WITH THE ROUSH® COMPETITION ENGINE AND OR PART INCLUDING, WITHOUT LIMITATION, ANY SALES LITERATURE OR AS A RESULT OF REPRESENTATIONS MADE BY ROUSH® OR ANY PARTY SELLING OR PROVIDING ROUSH® COMPETITION ENGINE AND OR PARTS. ROUSH® EXPRESSLY DISCLAIMS ALL LIABILITY FOR DIRECT, INDIRECT, SPECIAL INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (REGARDLESS IF ROUSH® HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE), INCLUDING, WITHOUT LIMITATION, INJURY TO PERSONS INCLUDING DEATH; DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; COST OF LABOR; LOSS OF PROFITS, WINNINGS OR REVENUE; COST OF PURCHASE, COST OF SUBSTITUTE PRODUCTS OR REPLACEMENT OF GOODS; THE COST OF ROUSH® COMPETITION ENGINE AND OR PARTS OR ANY VEHICLE COMPONENTS OR PARTS AFFECTED BY THE ROUSH® COMPETITION ENGINE AND OR PARTS; DOWN TIME COSTS; CLAIMS OF BUYER’S END USERS FOR SUCH DAMAGES THAT WERE IN ANY WAY DERIVED OR RESULTED FROM THE RECOMMENDATION, INSTALLATION OR USE OF ROUSH® COMPETITION ENGINE AND OR PARTS.

BECAUSE RACE VEHICLE MANUFACTURING, PREPARATION AND TESTING, AND RACING VEHICLES IN GENERAL, ARE INHERENTLY DANGEROUS ACTIVITIES THAT MAY CAUSE SERIOUS BODILY INJURY AND/OR DEATH TO THOSE WHO USE SUCH PRODUCTS AND/OR PARTICIPATE IN SUCH ACTIVITIES, IN NO EVENT SHALL ROUSH’S LIABILITY, WHETHER IF ARISING IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), CONTRACT OR OTHERWISE EXCEED THE COST OF THE ROUSH® COMPETITION ENGINE AND OR PART.

IF A ROUSH® COMPETITION ENGINE AND OR PART PROVES DEFECTIVE FOLLOWING ITS PURCHASE, THE BUYER AND NOT ROUSH®, THE MANUFACTURER, DISTRIBUTOR, OR RETAILER SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED TO SERVICE OR REPAIR THE DEFECTIVE ROUSH® COMPETITION ENGINE AND OR PART. THE END-USER IS SOLELY RESPONSIBLE AND ASSUMES ALL RISK ASSOCIATED WITH THE PERFORMANCE OF THE ROUSH® COMPETITION ENGINE AND OR PART.

NO ROUSH® COMPETITION ENGINE AND OR PART IS CERTIFIED UNDER FEDERAL MOTOR VEHICLE SAFETY STANDARDS OR REGULATIONS. THEREFORE, ROUSH® COMPETITION ENGINES AND OR PARTS ARE NOT CERTIFIED FOR USE ON PUBLIC ROADS.

CONSUMER PROTECTION LAWS

This warranty is valid only in the United States and Canada.

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions so the above limitation or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights that may vary by state. The laws of the state of Michigan (excluding its conflict of laws provisions) govern this warranty. Any action brought to enforce or interpret this warranty shall occur only in a court of the State of Michigan or in U.S. District Court for the Eastern District of Michigan.

MISCELLANEOUS:

- NEITHER RESELLER OR ITS EMPLOYEE, NOR ANY EMPLOYEE OF ROUSH® IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY POLICY.
- ROUSH® RESERVES THE RIGHT TO MODIFY THIS WARRANTY POLICY AT ANY TIME, HOWEVER, ANY SUCH MODIFICATION WILL NOT ALTER THE WARRANTY CONDITIONS APPLICABLE AT THE TIME OF SALE.

NOTICE TO INSTALLER/RESELLER

PLEASE MAKE THIS WRITTEN WARRANTY AVAILABLE TO THE PROSPECTIVE BUYER FOR ITS REVIEW BEFORE THE SALE. ALSO, PLEASE SUPPLY A COPY OF THIS WRITTEN WARRANTY POLICY TO ANY CONSUMER WHO PURCHASES ANY ROUSH® COMPETITION ENGINES AND OR PARTS COVERED BY THIS WARRANTY POLICY