



# Trans Atlantic Diesels, Inc.

Tel: (804) 642-9296

Fax: (804) 642-0340

www.tadiesels.com

email: tadinc@earthlink.net



Marine Transmissions



Cooling Coponents



## TRANS-ATLANTIC DIESELS, INC. ENGINE AND/OR PARTS LIMITED WARRANTY

Trans-Atlantic Diesels, Inc. (hereafter referred to as T.A.D.) hereby warrants engines or goods sold to be free from defects in material or workmanship for six (6) months after date of delivery by first end user. This warranty is limited to repair or replacement at T.A.D. premises 5906 Fairfield Lane Hayes, Virginia 23183 U.S.A. or other point designated by T.A.D. of such parts as appear to T.A.D., upon inspection, to be defective in material or workmanship. This warranty is extended to the first end user, and no warranty is made nor authorized to be made assignable on resale by the first end user. This warranty does not obligate replacement of defective parts. T.A.D. makes no warranty with respect to trade accessories being subject to the warranty of their respective manufacturers, if any.

The responsibility of T.A.D. is limited to repairing or replacing, at its option, any engine, part, or parts of such engines that are returned to T.A.D. premises, with transportation charges prepaid to premises and which upon examination by T.A.D. shall disclose to T.A.D.'s satisfaction to have been defective. T.A.D. will then pay freight cost of returning engine, part or parts to purchaser.

Labor Covered under warranty is to be performed by T.A.D. at its premises located at 5906 Fairfield Lane, Hayes, Virginia 23072 U.S.A. unless under special circumstances where on-site labor has been previously agreed upon. The purchaser shall pay any additional cost of labor required to gain access to the engine. The purchaser is also responsible for any premium charged for overtime labor requested by the purchaser. Services, labor, or other expenses that have not been authorized by T.A.D. will not be allowed.

### **T.A.D.'s obligation under this warranty shall not apply to:**

- (1) Any engine that has been repaired, altered, modified, or serviced by anyone in a manner which in T.A.D.'s sole judgment adversely affects its performance or reliability.
- (2) Any engine which has been fitted with or repaired with parts or components not approved by T.A.D. which in T.A.D.'s sole judgment adversely affects its performance or reliability.
- (3) Any engine that is not fitted with operational oil pressure gauge, water temperature gauge, and alarm warning system including low oil pressure and/or high water temperature.
- (4) Any engine running without an operator in attendance at all times to monitor engine that is not equipped with an automatic shutdown system. Minimum requirements of system are that the engine automatically shut down in the event of: low or loss of oil pressure and/or above normal operating temperatures within cooling system. Lubricating oil, fan belts, antifreeze, and all fluid leaks beyond the period of ninety (90) days from commencement of this warranty.

MAILING:

P.O. Box 70, White Marsh, VA 23183 U.S.A.

SHIPPING:

5906 Fairfield Ln, Hayes, VA 23072, U.S.A.



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- (5) Engine tune-ups, normal maintenance services including but not limited to valve adjustment, normal replacement of service items, fuel and lubricating oil filters, lubricating oil, fan belts, antifreeze, and all fluid leaks beyond the period of ninety (90) days from commencement of this warranty.
- (6) Damages caused by prolonged or improper storage of the engine after shipment.
- (7) Loss of operating time to the user while the engine or engine driven equipment is out of operation, and damage to equipment powered by this engine.
- (8) Any engine which in T.A.D.'s sole judgment, has been subjected to negligence, misuse, accident, improper application, improper installation, or over-speeding.
- (9) The use of unsuitable fuel or lubricants.
- (10) The operation of the goods in excess of rated capacity or under conditions detrimental to the goods.
- (11) Failure to execute the recommendations of T.A.D. or manufacturers engineers will also invalidate this warranty, In the case of marine engines, T.A.D. does not recommend the size of propellers or guarantee the vessels performance.

Where permitted by law, T.A.D. does not make any guarantees, warranties, conditions, representations, or promises, express or implied, oral or written, as to the nonoccurrence of any defect or the quality performance of its engines other those set forth above and DOES NOT MAKE ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS otherwise provided for in the Uniform Commercial Code or required by any Sale of Goods Act or any other statute. This exclusion includes fundamental terms. In no even will T.A.D. be liable for incidental or consequential damages or injuries, including, but not limited to, loss of profits, rental of substitute equipment or other commercial loss, damage to the equipment in which the engine is installed or for damages suffered by purchaser as a result of fundamental breaches of contract or breach of fundamental terms (unless such damages or injuries are caused by the gross negligence or intentional acts of the foregoing parties.) THE BUYER'S EXCLUSIVE REMEDY BEING EXPRESSLY LIMITED TO THE REPAIR OR REPLACEMENT OF THE GOOD SOLD BY T.A.D. AS PROVIDED HEREIN.

PLEASE COMPLETE BELOW AS APPLICABLE:

Purchaser: \_\_\_\_\_

Engine Model / Machine # \_\_\_\_\_

Address: \_\_\_\_\_

Trans Model#: \_\_\_\_\_

\_\_\_\_\_

Serial Number: \_\_\_\_\_

\_\_\_\_\_

Part Number: \_\_\_\_\_

Date Purchased / Invoiced: \_\_\_\_\_

Please sign and return for processing. A copy will be issued upon receipt Please note, this must be returned completed within 14 days of purchase date:

\_\_\_\_\_

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