



Standard Limited Warranty

Delivered and sold after November 1, 2001

Special Notes:

All prices, sales conditions, and discounts in catalog and/or on discount schedule are subject to change without notice. Any use of, or reference to, any original manufacturer's name, brand, or part number in Arrow catalog does not warrant nor imply that any Arrow parts or products are manufactured or guaranteed by anyone other than Arrow Engine Company. Warranty covering any defective or failing material covers only the material in question and specifically does not include any labor necessary to replace same.

Limited Warranty on Replacement Parts and Short Blocks:

1. Arrow applies a Standard Parts Only Warranty of two (2) years or 12,000 hours to all purchased replacement parts and assemblies, including short block assemblies. Labor expenses are eligible for reimbursement.
2. Removal and reinstallation expenses are not covered on service parts and short blocks.
3. Arrow makes no attempt to dictate or control the warranty given by its Distributors on engines they rebuild as customer's property or for sale as used, rebuilt engines, nor assumes responsibility for such warranties.
4. Because parts and major assemblies, with the exception of short blocks, are not serial numbered, Arrow depends upon its Distributors to carefully screen all claims relating to such items and to be certain, before filing claims, that the material claimed defective was opened only within qualifying time limitations.
5. When manufacturers of trade accessories do not have an established dealer organization authorized to consider warranty claims, Arrow will accept the return of such accessories and will process claims with the manufacturers, provided replacement parts are purchased from Arrow. In filing such claims, it becomes necessary that all pertinent information be given, such as length of service, probable cause of failure, model and serial number of engine from which accessory was removed, operating conditions, etc., so that we can give the accessory manufacturer complete information regarding the failure. Adjustments will be governed by the accessory manufacturer's reimbursement.
6. If a replacement part or assembly is found to be defective in manufacture of material prior to or at the time of installation, Arrow may, depending upon circumstances involved, elect to have the Distributor repair the part, rather than replace it in its entirety. In such cases, Arrow may elect to make an exception to its warranty policy which declines responsibility for payment of warranty labor on parts. The prime consideration will be whether repair of or replacing, the part is more economical. The Customer Service and Quality Departments should be consulted for a determination prior to the accomplishment of any major repairs.

Warranty Coverage:

ARROW'S LIABILITY FOR ANY DAMAGES DUE OWNER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS. This paragraph states purchaser's sole and exclusive remedy against Arrow for warranty. Arrow shall not be liable for any loss, damage, or injury resulting from delay in delivery or installation of the goods or for any failure to perform which is due to circumstances beyond its control. Arrow's maximum liability for damages, including, without limitation, contract damages and damages for injuries to persons or property, with respect to the goods or any services in connection with the goods, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE GOODS. In no event shall Arrow be liable to purchaser for any incidental, consequential or special damages. The statute of limitations applicable to all claims arising under this agreement or otherwise shall be one (1) year from the date the claim accrues.

Warranty Limitations:

Arrow will pay for parts and labor needed to repair engine damage directly resulting from an above defined warranty failure which occurs within the warranty period stated. All warranty claims must be authorized, documented and submitted within 30 days of the failure date while under the warranty period. Costs will be limited to those required to restore the engine to the functional condition existing immediately prior to the failure and will be calculated based on the prices paid for the Arrow parts installed during the original engine build. Only straight time labor rates will be reimbursed based on a reasonable prevailing rate, not to exceed the published flat rate, for the geographic area in which the repairs are performed. Additional labor charges for overtime or holidays will not be allowed. Additionally, Arrow will pay the cost of maintenance items such as oil, anti-freeze, belts, hoses and filter elements when these items are not reusable as a result of a warrantable failure.

Products Not Manufactured by Arrow:

With respect to products not manufactured by Arrow, Arrow makes no representations or warranties of whatsoever nature, directly or indirectly, expressed or implied including but not limited to any representations or warranties with respect to suitability, durability, fitness for a particular purpose or merchantability, except to the extent that Arrow can enforce warranties provided by the manufacturers of such parts.

Prices: All quotations are subject to change without notice, and the price in effect at the time of the order will apply.

Seller's Right to Manufacture:

Seller, in its sole discretion, shall have the right to manufacture the products provided hereunder as far in advance of its estimated shipping schedule as it deems appropriate. Seller expressly reserves the right to change or modify the design and construction of any products in due course of Seller's manufacturing procedure, without incurring any obligation or liability to furnish or install such changes, modifications or improvements on products previously or subsequently sold.

Limitation on Liability:

SELLER'S TOTAL RESPONSIBILITY FOR ANY CLAIMS, DAMAGES, LOSSES OR LIABILITIES ARISING OUT OF, OR RELATED TO, ITS PERFORMANCE OF THIS CONTRACT OR THE PRODUCTS COVERED HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE OF THE REPLACEMENT PART. In no event shall Seller be liable for any special, indirect, incidental or consequential damages of any character; but not limited to, loss of use of productive facilities of equipment, loss of profits, property damage, expenses incurred in reliance on Seller's performance hereunder, or lost production, whether suffered by Buyer or any third party. Seller disclaims all liability for any and all costs, claims, demands, charges, expenses or other damages, either direct or indirect, incident to all property damages arising out of any cause of action based on strict liability including actions under Section 402A of the Restatement of Torts Second.

Modification, Rescission & Waiver:

This contract may not be modified or rescinded nor any of its provisions waived unless such modification, rescission or waiver is in writing and signed by an officer of Seller at its offices in Tulsa, Oklahoma.

Miscellaneous:

Seller reserves the right to furnish commercially equivalent or better substitutes for materials. Seller may during any periods of shortage due to causes beyond the control of Seller or its suppliers, prorate its supply of products among all of its Buyers in such manner as may be deemed equitable in the sole judgment of Seller. Seller shall not incur any liability to Buyer because of any proration hereunder. All orders must be accepted by an authorized employee of Seller. Failure of Seller in any one or more instances, upon the performance of any of the terms and conditions of this contract or the failure of Seller to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such term, condition or right hereunder and shall not affect Seller's right to insist upon strict performance and compliance with regard to any unexecuted portions of this contract or future performance of these terms and conditions.

Technical Advice:

Seller shall not be responsible for the results of any Technical Advice or Services rendered by any employee of Seller in connection with the design, installation, use or repair of the products sold hereunder.