

RAM Racing Engines, Ltd. Order Form

*Please read this entire Order Form carefully! Once we have received your order, we will contact you to discuss your order and pricing. We will then prepare an Estimate, which is contingent upon your agreement to the terms and conditions herein. Your order is not complete until you have accepted the Estimate. ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS ON THIS FORM, NO EXCEPTIONS.

Name	
Mailing Address	
City, State, Zip	
Country	
Day Phone	
Evening Phone	
Email	
Preferred method of contact:	

Please indicate the products/services you are interested in so that we may better assist you in preparing an Estimate. See Specs. page at www.ramengines.com for further info.

Engines & Redrives		Quantity
Engine Only	115HP Engine .....	.....
	160HP Engine .....	.....
	180HP Engine .....	.....
	230HP Engine .....	.....
	Add Supercharger .....	.....
Engine & Drive combo	115HP Engine & Drive .....	.....
	160HP Engine & Drive .....	.....
	180HP Engine & Drive .....	.....
	230HP Engine & Drive .....	.....
	Add Supercharger .....	.....
Fire Wall Forward combo	115HP FWF package .....	.....
	160HP FWF package .....	.....

	180HP FWF package .....	.....
	230HP FWF package .....	.....
Redrive Only	Add Supercharger .....	.....
	Circle 160, 200, 300, PT	.....
	EA, EJ, H6, Mazda, universal	.....

*****ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS INDICATED BELOW*****

RAM Racing Engines, Ltd. offers a limited warranty and remedy on all products and services as follows:

(1) WARRANTY AND REMEDY: RAM Racing Engines, Ltd. warrants each RAM rebuilt engine or part to be free from defect in material or workmanship under normal use and service. RAM's sole obligation under this warranty is limited to replacement or repair of parts which are determined by RAM to have been defective within a period of six (6) months after engine or part delivery to the original purchaser. RAM will, in connection with the foregoing warranty, cover the reasonable shipping charges from its facility to the original purchaser with respect to any such warranty replacement or repair. Purchaser is responsible for the cost of sending parts to RAM for such repair or replacement.

(2) Within the warranty period, spare parts installed as warranty replacement of engine or parts which are covered by this warranty will be warranted for the balance of the original warranty period. Replacement of parts may be with either new or reconditioned parts, at RAM's election. A claim for warranty on any part claimed to be defective must be reported in writing to RAM within 30 days of being found to require repair or replacement by the purchaser or service facility. Warranty adjustment is contingent upon the Purchaser complying with RAM's instructions for defective parts. Failure to comply with all of the terms of this warranty may, at RAM's sole option, void this warranty.

(3) THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (i) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT (DELICT), INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW AND PURCHASER HEREBY WAIVES SUCH RIGHTS AND CLAIMS.

(4) THIS WARRANTY IS THE ONLY WARRANTY MADE BY RAM. THE PURCHASER'S SOLE REMEDY FOR A BREACH OF THIS WARRANTY OR ANY

DEFECT IN A PART IS THE REPAIR OR REPLACEMENT OF ENGINE PARTS AND THE COST OF SHIPPING THE REPAIRED ENGINE OR PART BACK TO THE PURCHASER AS PROVIDED HEREIN. RAM EXCLUDES LIABILITY, WHETHER AS A RESULT OF A BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR STRICT PRODUCT LIABILITY, FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO THE ENGINE OR PART OR OTHER PROPERTY (INCLUDING THE VEHICLE IN WHICH THE ENGINE OR PART IS INSTALLED), COSTS AND EXPENSES RESULTING FROM REQUIRED CHANGES OR MODIFICATIONS TO ENGINE OR PART COMPONENTS AND ASSEMBLIES, CHANGES IN RETIREMENT LIVES AND OVERHAUL PERIODS, LOCAL CUSTOMS FEES AND TAXES, AND COSTS OR EXPENSES FOR COMMERCIAL LOSSES OR LOST PROFITS DUE TO LOSS OF USE OF THE VEHICLE IN WHICH THE ENGINE OR PART IS INSTALLED OR OTHERWISE. RAM'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS RELATED TO ANY ENGINE OR PART SHALL IN NO CASE EXCEED THE ORIGINAL SALES PRICE OF THE ENGINE OR PART. RAM MAKES NO WARRANTY AND DISCLAIMS ALL LIABILITY WITH RESPECT TO COMPONENTS OR PARTS DAMAGED BY, OR WORN DUE TO, CORROSION.

(5) This warranty shall not apply to any engine or part or part thereof which has been repaired or altered outside RAM's facility in any way, or which has been subject to misuse, negligence or accident. Repairs and alterations which use or incorporate parts and components other than genuine RAM parts or parts approved by RAM for direct acquisition from sources other than RAM itself are not warranted by RAM, and this warranty shall be void to the extent that such repairs and alterations, in RAM's sole judgment, affect the performance, durability, safety or reliability of the engine or part or any part thereof, or damage genuine RAM or RAM-approved parts. No person, corporation or organization, including distributors of RAM Racing Engines, Ltd., is authorized by RAM to assume for it any other liability in connection with the sale of its engines or parts, nor to make any warranties beyond the foregoing warranty nor to change any of the terms hereof. NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANIZATION, INCLUDING DISTRIBUTORS OF RAM RACING ENGINES, LTD. MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND RAM. NO AGREEMENT VARYING THE TERMS OF THIS WARRANTY OR RAM'S OBLIGATIONS UNDER IT IS BINDING UPON RAM UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF RAM.

(6) **Choice of Law and Remedies** All legal actions based upon claims or disputes pertaining to or involving this warranty including, but not limited to, RAM's denial of any claim or portion thereof under this warranty, must be filed in the courts of general jurisdiction of Summit County, Ohio. In the event that Purchaser files such an action in the court system identified above, and a final judgment in RAM's favor is rendered by such court, then Purchaser shall indemnify RAM for all costs, expenses and attorneys' fees incurred by RAM in defense of such claims. In the event Purchaser files such a legal action in a court other than those specified, and RAM successfully obtains dismissal of that action or transfer thereof to the above described court systems, then Purchaser shall indemnify RAM for all costs, expenses and attorneys' fees incurred by RAM in obtaining such dismissal or transfer.

(7) **Severability** Any invalidity of a provision of this Warranty shall not affect any other provision, and in the event of a judicial finding of such invalidity, this Agreement shall remain in force in all other respects.

(8) **Warranty Obligations** The warranty period commences on the date of sale. RAM's warranty obligation is subject to "**Warranty Limitations**" outlined below and is limited to providing remedial service during RAM's normal business hours and days during the warranty period and repairing or replacing at its option. Warranty applies to engines or parts which have been promptly reported by the Purchaser, during the warranty period, as defective in material and workmanship and are so found by RAM upon inspection. Engines or parts to be examined, replaced, or repaired at RAM facilities must be returned to RAM facilities, within the warranty period, transportation charges prepaid. Examination and repairs or replacement of such engine or part will be effected at RAM's facilities at no charge to the purchaser for time and parts expended. If the engine or part is not found to be defective or is not for some other reason within the warranty coverage, RAM's service time expended will be charged to the Purchaser, and Purchaser will be responsible for all costs associated with shipping the engine or parts back to the Purchaser. If repairs of the engine or part are not covered by warranty, RAM will not make any repairs without first obtaining written permission from Purchaser. Purchaser shall be responsible for all maintenance service procedures consistent with normal operations.

(9) **Warranty Limitations: THIS WARRANTY SHALL NOT APPLY TO ANY OF THE FOLLOWING**

- A) Any repair or replacement as a result of accident, misuse, or lack of proper maintenance, repairs or maintenance improperly performed or failure of any component or part other than the RAM engine or part.
- B) Any repair or replacement as a result of normal wear and tear, including without limitation, plugs & wires, filters, belts & hoses, thermostat, seal and gaskets, etc.
- C) Any engine or part that is installed in the improper model, or on a vehicle on which the odometer has been altered or on which actual mileage or time can not be determined.
- D) Any engine or part failure due to abuse, accident, low / no oil pressure, no oil or antifreeze, or debris
- E) Any engine or part failure due to abuse, accident, high RPMs, overheating.

(10) **Transferability** This warranty is non-transferable between the original purchaser and subsequent purchasers.

(11) **Installation Information** Before installing and starting the rebuilt engine or part, Purchaser is responsible for all steps necessary to insure a safe installation. RAM does not provide instruction or advice on the suitability of any engine for any particular purpose, and Purchaser is responsible for determining the specifications needed for Purchaser's vehicle or project. Purchaser is responsible for ensuring the proper maintenance and/or repair of all products.

(12) **Specifications and Conformity** RAM engines will be delivered with a dynamometer test printout showing conformity to the HP specifications as indicated in the Estimate. Under no circumstances are any specifications guaranteed other than those reflected on the Estimate unless in writing and signed by a duly authorized representative of RAM.

(13) **Shipping and Delivery** RAM engines and/or parts will be shipped to customer according to RAM's regular shipping policies and procedures and in accordance with applicable law. Purchaser may, at purchaser's option, choose to pick up engine and/or parts at RAM's facility located in Clinton, Ohio. If Purchaser chooses the pick-up option, the engine and/or parts will be made available to Purchaser at a date and time to be determined by RAM and purchaser. Under no circumstances will RAM be responsible for

the loading, securing, transportation preparation or transport of the engine and/or parts. Liability for transportation will shift to Purchaser at the time that Purchaser arrives to pick up the engine and/or part, and Purchaser will be solely responsible for loading the engine and/or part onto the vehicle of transport chosen solely by Purchaser. RAM will not be responsible for any damage to engines and/or parts during the loading or transport resulting from weather conditions, failure to properly secure engine and/or part, failure of the method of transportation, or any other reason.

I have read, understand, and accept the terms and conditions of this warranty. I understand that by signing below I am under no obligation to accept any Estimate presented to me by RAM. I understand that by signing below I will be bound by the terms outlined in this Order form if I choose to accept an Estimate presented to me by RAM.

Customer's signature _____ Date

Customer Printed Name _____

THANK YOU FOR CHOOSING A RAM REBUILT ENGINE OR PART