

Atomic Performance Products - Warranty Terms and conditions

Atomic Performance Products manufactures and supplies components and engine assemblies which are used by consumers and specialist mechanical workshops to provide motor vehicle engine upgrades.

Vehicles are often re-tuned by specialist workshops to achieve power (kilowatt) outputs higher than standard engines' output. Atomic Performance Products' goods and services are not for domestic, household or personal use – they are for high performance, auto racing use only.

Atomic makes no assertions that any engines or components we supply will comply with exhaust emissions requirements in any State or Territory.

We offer 2 warranties – details below

1. Warranty provisions in relation to the Australian Consumer Law (ACL - 1 January 2011) – details as follows:

- The goods provided will be of acceptable quality when sold to a consumer.
- The goods will be reasonably fit for the purpose the consumer has specified when ordering the component(s).
- We guarantee the description of our goods and services guarantee is accurate (E&O.E)
- We guarantee the goods will match any sample or demonstration model and any description provided by ourselves.
- We assert that the goods and services provided will satisfy any extra promises made about them (express warranties).
- We guarantee that we will sell all goods with a clear title.
- We guarantee that no one will try to repossess or take back goods, or prevent the consumer using the goods, except in certain circumstances.
- We guarantee that goods are free of any hidden securities or charges and will remain so, except in certain circumstances such as mandatory maintenance of racing engines, etc
- We guarantee we will take reasonable steps to provide spare parts and repair facilities for a reasonable time after purchase.

2. Supplementary warranty – Engines and components.

This warranty is in addition to the statutory obligations set out above and is in relation to manufacturing and workmanship carried out in Atomic Performance Products' components, including "short motor" and "long motor" assemblies. All warranty periods specified below commence from the date of the invoice.

ENGINE warranty

- Workmanship warranty for 24 months or 20,000 K's on StreeTorquer 550 or Atomic 698GT-A long engines only – street use.
- Workmanship warranty for 3 months or 5000 K's on StreeTorquer 550 or Atomic 698GT-A short engines only – street use.
- No warranty on any other Atomic engine, such as 998 GT-A, 998 GT-R etc or any Atomic engine that has been upgraded beyond the specifications set out for it. Any engine modified or upgraded beyond the original specifications will be deemed as the engine is for racing purposes and therefore does not come with a warranty.

All long engines are test run prior to shipping to consumers. It is the consumer's responsibility to ensure they are satisfied that the engine is operating correctly on our test bench before taking possession of the engine.

COMPONENT Warranty

- 12 months/20,000 K warranty to be free of manufacturing defects only.
- Lifetime warranty on the elastomeric bonding of all harmonic balancers for Street use, 12 months warranty for racing use.

Procedure for warranty claim assessment.

If you have a problem with an Atomic product, please contact us on 02-8665 5889. We may be able to resolve the problem over the phone and provide a replacement item. If this is not able to take place, the goods must be returned to Atomic for assessment. A warranty claim assessment number will be provided by Atomic staff.

Once the goods have been returned to Atomic (freight prepaid) for assessment, we will endeavour to attend to the assessment of the item with 72 hours of receiving the item in store. If a fault is found in the component, the consumer has the option for a replacement item or a refund.

Conditions of warranty

- The contract to supply engines and /or components is made in the State of NSW.
- Warranty offered by Atomic applies to the original purchaser and is not transferable.
- Engine warranty applies to motors used for street driven use only. Racing use carries no warranty.
- For a warranty claim to be found valid, it must be shown the problem solely arose due to negligence or by an error by Atomic or by an Atomic supplied component.
- Any abuse or mistreatment of the part or engine (as deemed by Atomic) will void warranty.
- Failure of a component not manufactured by Atomic will void warranty.
- Boost levels greater than 1.0 bar deems the engine is being used for racing purposes.
- Improper installation voids warranty.
- Lack of maintenance voids warranty.
- Installation of a trans-braked transmission voids all warranty for thrust bearing related failures.
- The limit of claim is to the value of the part that requires replacement.

- If an engine is to be assessed for warranty, assessment must take place one of at Atomic's facilities in Sydney, NSW. It is expressly forbidden that the engine be disassembled by any other party prior to shipping to Atomic, unless authorised in writing by Atomic. The engine oil must also be left in the engine.
- Any damage to bearings, pistons, crankshafts or conrods as a result of incorrect tuning or lack of adequate lubrication is not covered by warranty.
- Acts of God are not covered by warranty.
- Reckless mistreatment of the component/engine will void the warranty
- Any reduction in piston crown hardness by more than 15% will void warranty.
- Any evidence of abnormal combustion (pinging, detonation) will void warranty.
- If, in the event that a consumer does not agree with the result of a warranty assessment, the consumer can, at their expense, arrange an independent assessment of the component.

Glossary of terms

A **"Consumer"** is a person who buys:

- Any type of goods or services costing up to \$40,000.
- Goods or services costing more than \$40,000 which would normally be for personal, domestic or household use, or goods which consist of a vehicle or trailer used mainly to transport goods on public roads.

"Goods" is the description given to components or items supplied for the purpose of being included in the rebuilding of an automobile engine for high performance use.

"Components" - see goods above

"Short motor" is a sub assembly of an engine, comprising an engine block, crankshaft, connecting rods, pistons, rings and bearings, plus additional components as specified in the individual short motor item description. A short motor is part of the rebuilding of a complete engine and requires the inclusion of a number of other components (supplied by Atomic or other parties) to complete the sub assembly into a complete engine. A short motor cannot be test run as it is incomplete when supplied to the consumer.

"Long motor" is a short motor to which a cylinder head, sump, oil pump, camshafts and cam drive system has been added. This type of engine can be test run and all of our engines are subsequently test run to verify all components are operating correctly.

"Test Run" is the actual operating of an engine under its own steam for the purposes of ensuring the engine is operating correctly and within all specifications for pressures, temperatures, etc. Oil analysis is also undertaken after 2 hours of engine operation to ascertain no contaminants are in the engine. Re tensioning of critical components, replacement of the oil and filter also takes place when an engine is test run. Each engine has a unique identification number engraved on it and a video of it operating on our test bench is made and a copy supplied with each engine.

For further enquiries, contact: Atomic Performance Products

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