

## **POWER BRAKE LIMITED WARRANTY**

Subject to the conditions stated herein, Power Brake, LLC warrants to Purchaser that the Diamond Technology brake drums and rotors by Power Brake (referred to hereafter as “Product”), sold as extending service life will, when properly assembled and installed on vehicles approved for such purpose, be free from defects in material and workmanship, including Product failure due to wear, distortion, and/or cracking under normal use and proper maintenance for the applicable warranty period as described in the Warranty Period section of this statement “Limited Warranty”. Power Brake assumes no responsibility, in the absence of its written approval, for the selection of Product for specific applications and makes no general representation whatever in respect of any such selection and such use for applications not approved by Power Brake relieves Power Brake of its obligations under this Limited Warranty.

Power Brake warrants to Purchaser that when the Product is installed and maintained according to Power Brake’s standards, the Product will be warranted free from defects in material and workmanship, including Product failure due to wear, distortion, and/or cracking under normal use and proper maintenance. Limited warranty mileage limits apply to vehicles as follows:

- 36,000 miles for garbage and refuse vehicles
- 36,000 miles for all air-braked fire and rescue trucks
- 100,000 miles for all other vehicles not listed above, including transit buses, police cars and SUV’s

Power Brake has the right, but not requirement, with notification, to review the brake maintenance being performed on all vehicles which utilize Product under the contract.

### **Remedy**

If any Product supplied by Power Brake to Purchaser under this Limited Warranty fails to comply with this warranty, Power Brake agrees to furnish a replacement for the defective Product or repair of the defective Product as the sole remedies available under this Limited Warranty.

Power Brake's obligation to satisfy a warranty claim as contemplated herein is subject to the following conditions: (a) all such claims must be submitted to Power Brake no later than thirty (30) days from the date of the failure occurrence and shall be supported by satisfactory evidence in respect of the conditions stated herein; (b) if requested by Power Brake, the Product involved shall be returned, freight collect, to Power Brake's Warranty Return Center for examination; and (c) Power Brake's examination of the Product must disclose to its satisfaction that none of the Warranty Exclusions described herein are applicable, and that said Product was defective in material or workmanship when originally delivered to Purchaser. In all cases, Power Brake shall make the final determination and interpretation as to the warrantability of the Product.

Product repaired or replaced under warranty are covered hereunder by the remaining portion of the original warranty period.

### **Warranty Exclusions**

Power Brake's warranty shall not extend to any Product that has been subjected to the following: (a) accident, damage, negligence, abuse or misuse; (b) improper installation or maintenance; (c) abnormal operating conditions; (d) alteration or modification; (e) a purpose or application in any way different from that for which it was designed; (f) damage by casualty or shipment; (g) re-rating the engine to exceed torque capacity of the transmission; or (h) modification, physical or chemical, including, without limitation, grinding, sanding, turning, machining, abrading or exposure to chemical corrosives or acids.

### **Limitations on Reimbursement**

Power Brake's warranty covers repair or replacement of Product only. Power Brake's warranty does not extend for associated service parts. Without limiting the generality of the foregoing, the following is a list of costs, charges and expenses not reimbursable under Power Brake's warranty:

- Towing expense
- Downtime expense
- Replacement labor
- Incidental or consequential damages

In all cases, Power Brake shall make the final determination as to the appropriate remedy for the respective claim.

### **Warranty Period**

- a. Warranty coverage for Product furnished as original equipment commences on the vehicle in-service date.
- b. Warranty coverage for Product furnished as service parts commences on the date of retail sale.

### **Purchaser's Responsibilities**

It is the responsibility of Purchaser to provide tracking and auditable records that detail vehicle, license tag, or Vehicle Identification number; including date and odometer reading at installation. Power Brake's "Standard Reline Operating Procedure" for drums and/or rotors must be strictly followed. The "Brake Reline Checklist" must be filled out by the end-user, signed at the time of installation and kept on file with up-to-date Preventative Maintenance inspection reports "Documentation". Copies of these documents must be furnished by Purchaser upon request by Power Brake. Failure to provide Documentation for the Product relieves Power Brake of its duty to repair or replace Product under this Limited Warranty.

### **Claims Procedure**

Warranty claims should be submitted directly to Power Brake during the warranty period. Product returned to Power Brake under this warranty shall become the property of Power Brake.

Power Brake reserves the right to reject a warranty claim for any or all of the following reasons:

- Original claim was filed after thirty (30) days from the date of failure
- Failure occurred beyond coverage parameters
- Claim information or Documentation is insufficient
- Product inspected does not substantiate claim or indicate a failure

- Product requested was not returned for inspection within 30 days from date of request

### **Warranty Disclaimer**

POWER BRAKE'S EXPRESS WARRANTY AND PURCHASER'S REMEDIES THEREUNDER ARE EXCLUSIVE AND GIVEN IN PLACE OF (a) ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WHETHER WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR IMPLIED WARRANTY ARISING FROM PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND (b) ALL OTHER OBLIGATIONS, LIABILITIES, RIGHTS, CLAIMS OR REMEDIES, INCLUDING ANY RIGHT IN CONTRACT, TORT, EXTRA-CONTRACTUALLY, STRICT LIABILITY OR ANY RIGHT ARISING FROM POWER BRAKE'S NEGLIGENCE, ACTUAL OR IMPUTED.

### **Limitation of Liability**

POWER BRAKE'S OBLIGATIONS AND PURCHASER'S REMEDIES UNDER POWER BRAKE'S EXPRESS WARRANTY ARE LIMITED TO POWER BRAKE'S CHOICE OF REPAIR OR REPLACEMENT AND EXCLUDE LIABILITY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, REPLACEMENT COSTS, ECONOMIC LOSS, LOST REVENUE, LOST PROFITS, OR LOSS OF USE OR DAMAGE TO OTHER PROPERTY.

### **Effective Date**

This Limited Warranty shall become effective at installation, and Power Brake's obligations under this Limited Warranty apply only to Product sold for use in the United States. This Limited Warranty supersedes all past warranties expressed by Power Brake, and may not be changed, altered or modified in any way except in writing by Power Brake.

### **Governing Law**

This Limited Warranty shall be governed, interpreted and construed by, and in accordance with, the laws of the State of Florida

### **Arbitration**

Any dispute arising from this Limited Warranty is subject to binding arbitration under the rules of the American Arbitration Association, or alternative arbitration organization if an alternative arbitration organization is mutually agreeable to Power Brake and Purchaser.

