



BRAKE SUPPLY
HEAVY EQUIPMENT
PARTS and COMPONENTS



WARRANTY

Brake Supply Company, Inc. ("Brake Supply") warrants all components rebuilt by Brake Supply to be free from defects in material and workmanship, under normal use and service, for a period of one hundred eighty (180) days after the date of sale. Customer must provide notice of all defects in materials and workmanship to Brake Supply within said one hundred eighty (180) day period.

This warranty shall become null and void and be of no effect in the event of any of the following:

- (1) Failure of Customer to notify Brake Supply within said time period;
- (2) Use and/or service of a component or a part thereof that is not considered to be "normal" use or service of the component;
- (3) Failure of Customer to properly install, use or maintain the component or a part thereof;
- (4) Damage to the component or a part thereof resulting from overload, abuse, misuse, neglect, faulty installation, contamination, aeration or cavitation;
- (5) Disassembly of the component or a part thereof; or
- (6) Inspection of the component or a part thereof by a third party.

In the event any materials and/or workmanship need improvement, as determined in the good faith judgment of Brake Supply, Brake Supply shall correct within a reasonable period of time by, at Brake Supply's sole option, performing any of the following:

- (1) Rebuilding the component or a part thereof;
- (2) Replacing the component or a part thereof; or
- (3) Refunding to Customer the purchase price for said component, upon delivery of the component to Brake Supply's facility.

THIS WARRANTY SHALL BE THE ONLY WARRANTY APPLYING TO ANY MATERIALS OR PRODUCTS AND SHALL BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL BE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES, INCLUDING NEGLIGENCE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SALE OR FURNISHING OF PRODUCTS AND/OR MATERIALS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION, AND OPERATION.

Customer understands and agrees that the sole remedies under this warranty are as set forth above and upon satisfaction of any of the aforesaid remedies, Brake Supply shall be immediately released from any and all further claims and damages, known and unknown, then existing or thereafter arising.

With respect to any claim whatsoever asserted by the Customer against Brake Supply, Customer understands and agrees that the Customer shall have no right to recover or request compensation for, and Brake Supply shall not be liable for, incidental, consequential, secondary or punitive damages, special damages (including but not limited to loss of time or use, or injury to person or property, or labor costs incurred in removal or installation of defective materials or parts), damages for aggravation, mental anguish, emotional distress or pain and suffering; or for attorneys' fees or costs.

Effective Date 08/21/08