



TSE BRAKES NEW PRODUCT WARRANTY

Drum Brake Applications

TSE Brakes, Inc., Fresno California warrants all New Brake Actuators manufactured by TSE Brakes to be free from defects in material and workmanship for the period specified below from the date of manufacture as follows:

3 Years – OMNIBRAKE, OMNIBRAKE HOT, OMNI-A and SERVICE CHAMBERS*

6 Years – OMNIBRAKE XL EXTENDED LIFE *

(*Applies to Linehaul, on highway, over-the-road type applications. Excludes severe service applications including, but are not limited to, high brake cycle applications such as refuse collection/garbage trucks, transit coaches, city busses, intercity busses, construction vehicles, concrete trucks and mixers and off-highway uses, etc., where warranty of 2 years for Omni and Service Chambers and 3 years for Omni-XL will apply).

LIMITATIONS OF WARRANTY

1. This warranty applies exclusively to TSE's brake actuators sold for use on Drum brake style brake applications.
2. The start of the warranty period is determined by the date of manufacture as indicated on the product.
3. This Warranty does not apply to parts and assemblies, which have been subjected to misuse, improper installation, accident, physical damage, abnormal service, fire, improper repair, tampering or abuse. Misuse includes, but is not limited to, operation without a caging tool hole plug properly installed, and where applicable, operation without vent hole plugs properly installed.
4. This Warranty does not cover claims for excessive amounts of foreign material ingestion into the spring cavity.
5. This Warranty does not cover failure of product due to design or specification requirements supplied to TSE by Buyer.
6. TSE reserves the right to make changes in the design and improvements to products including additions, without incurring any obligation to modify or make changes to products previously sold.
7. TSE requires that all claimed parts or assemblies must be returned to TSE Brakes freight prepaid for evaluation, or to evaluate the warranty claim in the field, at TSE's option. If TSE Brakes determines actuator was defective in material or workmanship within the warranty period, TSE Brakes at TSE's option shall repair or replace actuator and return freight prepaid. The determination of warranty is made solely at TSE Brakes' judgment.
8. Product returned to TSE for inspection must be accompanied by a Returned Goods Authorization (RGA) as supplied by TSE Brakes. RGA's can be obtained by contacting TSE Brakes Headquarters in Fresno CA.USA
9. Warranty claims made under this warranty must be made in writing. Warranty claims must be received by TSE Brakes in Fresno, California, no later than 90 days past the date of failure of the brake actuator.
10. TSE reserves the right to have any claimed parts or assemblies returned to TSE Brakes for evaluation.

THE RESPONSIBILITY OF TSE BRAKES IS LIMITED TO THE REPAIR OR REPLACEMENT AT TSE'S OPTION OF THE DEFECTIVE PRODUCT OR MATERIAL. IN NO EVENT SHALL TSE BRAKES BE RESPONSIBLE UNDER THIS WARRANTY FOR ANY OTHER CHARGE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, CHARGES OR CLAIMS FOR OTHER PRODUCTS, MATERIALS, COMPONENTS, LABOR CHARGES, LOST BUSINESS, LOST TIME, LOSS OF USE, OR ANY KIND OF CONSEQUENTIAL DAMAGES HOWEVER DESCRIBED.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED, IMPLIED OR STATUTORY. ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED AND EXPRESSLY DISCLAIMED.



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