

TSE BRAKES NEW PRODUCT WARRANTY

Effective Date: January 1st, 2021

Disc Brake Applications

TSE Brakes, Inc., Cullman, AL. 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:

| Standard Product: | |
|-----------------------------------|---------------------------|
| ULTRALIFE DISC | 6 Year On-Highway Service |
| OMNI DISC (standard output force) | 3 Year On-Highway Service |
| HOT DISC (high output force) | 3 Year On-Highway Service |
| SERVICE CHAMBER | 3 Year On-Highway Service |

TSE Brakes also warrants damage caused to a disc brake caliper caused by a TSE OMNIBRAKE HOT actuator within 3 years from the date manufacture, subject to the limitations below.

LIMITATIONS OF WARRANTY

- 1. This warranty applies exclusively to TSE's brake actuators sold for use on internal lever disc brake calipers, on the market as of January 1, 2012, within North America, Europe, Australia and New Zealand.
- 2. 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.
- 3. The start of the warranty period is determined by the date of manufacture as indicated on the product.
- 4. TSE reserves the right to have any claimed parts or assemblies 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 that the actuator was defective in material or workmanship within the warranty period, TSE Brakes, at TSE's option, shall repair or replace the actuator and or disc brake caliper and return freight prepaid. The determination of warranty is made solely at TSE Brakes' judgment.
- 5. Warranty on calipers shall be limited to parts and direct labor to the caliper for repairs. All charges including parts and labor shall be limited to a maximum of \$700.00 USD per caliper.
- 6. Warranty claims must be made in writing to TSE Brakes Headquarters in Culman AL. USA.

THE RESPONSIBILITY OF TSE BRAKES, INC. IS LIMITED TO THE REPAIR OR REPLACEMENT, AT TSE'S OPTION, OF THE DEFECTIVE PRODUCT, MATERIAL, AND/OR AFFECTED, COVERED DISC BRAKE CALIPER AS DESCRIBED IN THIS WARRANTY.

IN NO EVENT SHALL TSE BRAKES, INC. BE RESPONSIBLE UNDER THIS WARRANTY FOR ANY OTHER CHARGES 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 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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