

## **PACBRAKE ENGINE BRAKE LIMITED WARRANTY**

This warranty applies to a USED TRUCK (when purchased as an aftermarket engine brake kit on engine of first installation). This warranty is for Pacbrake engine brakes delivered on or after May 1, 2004.

This warranty is non-transferable to next vehicle owner or another engine. The Pacbrake engine brake is a product of Pacbrake Company and is warranted to be free of defects in construction and operation under normal use and service for the Warranty Coverage periods set forth. There are no representations or warranties, which extend beyond the terms hereof.

THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

### **PRODUCT WARRANTED:**

Warranty Coverage applies to Pacbrake models: P-14, P-14A, P-14B, P-36, P-39B, P-39D, P-39E, P-50, P-61, P-63, P-63A, P-63B, P-63C, P-80, P-80A

### **WARRANTY COVERAGE**

#### **Engine Brake Warranty Coverage Period:**

- Machined Castings: One year or 100,000 miles (161,000 kilometers), whichever shall occur first
- Related Control Components and Attaching Parts including Seals, Switches and O-rings: One year or 100,000 miles (161,000 kilometers), whichever shall occur first

#### **Engine Brake Replacement Housing Assemblies Coverage Period:**

- Replacement Housing Assemblies: One year or 100,000 miles (161,000 kilometers), whichever shall occur first, from the date of delivery to the first retail purchaser or the remainder of the original warranty whichever is longer

#### **Engine Brake Replacement Parts Coverage Period:**

- Replacement Parts: 180 days from the date of delivery to the first retail purchaser

### **Labor Charges:**

- Are included in the warranty for replacement parts installed during the original warranty period. After the end of the original limited warranty period, replacement parts labor shall be covered for a period of 180 days from the date of installation.

### **LIMITED WARRANTY**

Under these limited warranties, Pacbrake will repair or replace without charge, any part returned to us, freight prepaid, which our examination discloses to our satisfaction to have been defective within the warranty coverage period measured from the date of delivery of the product in question to the original user.

Pacbrake Company will pay for all reasonable necessary repairs to damaged engine components in which Pacbrake's retarder has been properly installed, provided the damage is established to be a direct result of a defect in the Pacbrake Engine Brake occurring under normal use and service during the first twelve (12) months or 100,000 miles (161,000 km), whichever shall occur first. (See form L3021) No engine damage coverage shall be provided beyond this time period or on replacement housings or replacement parts.

This warranty will not apply to any part or parts which have been altered or repaired, or to parts which have been subjected to misuse, abuse, neglect, or accident, or to parts which have been improperly applied, or installed. Improper installation, application, or substitution of parts not manufactured or approved by us shall void this warranty.

PACBRAKE'S SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY IS LIMITED TO THE OBLIGATIONS SET FORTH HEREIN AND PACBRAKE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

If the product should become defective within the warranty coverage period an authorized Pacbrake distributor shall be notified by you within ninety (90) days of your having notice of a defect. If a Pacbrake Distributor is unable to correct the problem or if you have any questions regarding this warranty, write to the following address providing full details of the problem including proof of purchase, the model and serial numbers of the product if applicable.

**USA:** 1670 Grant Ave Blaine, WA 98230-5161  
**Canada:** 19594 - 96th Ave. Surrey, BC V4N 4C3