

LIMITED WARRANTY Friction Materials

Bendix Spicer Foundation Brake LLC (“Company”) warrants to the original retail purchaser that all new friction materials sold by the Company will be free from defects in material or workmanship for a period of twelve (12) months from the date of delivery to the first retail purchaser, or 12,000 miles (19,000 kilometers), or 360 operational hours, whichever occurs first.

Bendix Spicer Foundation Brake LLC (“Company”) warrants to the original retail purchaser that all relined products sold by the Company will be free from defects in material or workmanship for a period of one (1) month from date of delivery to the first retail purchaser or 1,000 miles (1,600 kilometers) or thirty (30) operational hours, whichever occurs first.

The limited warranty does not cover defects or damage caused by abuse, misuse, road debris, accidents or improper installation, maintenance or service, or use in non-standard vehicle applications that have not been approved by Bendix Spicer Foundation Brake or which do not meet Bendix Spicer Foundation Brake specifications and guidelines.

Product claimed to be defective must be returned freight prepaid via the Original Equipment (OE) dealership or authorized Company distributor within thirty (30) days after the date any defect is first discovered. **Unauthorized repairs will void this limited warranty.**

Bendix Spicer Foundation Brake will inspect the product and make the final determination as to whether the product is covered under this limited warranty. When a warranty claim is allowed, Bendix Spicer Foundation Brake’s responsibility is limited, at the Company’s option, to repair or replace the defective product with a remanufactured exchange unit. The replacement unit will be warranted for the remaining time period, mileage, or hours of the original warranty.

The limited warranty does not cover defects caused by 1) misuse, accident, abuse, neglect, normal wear and tear, improper installation, maintenance, service or application; 2) any friction product that has been repaired or altered outside of the Company’s factory, unless authorized in writing by Bendix Spicer Foundation Brake or unless such installation, repair or alteration is performed by the Company; 3) any labor charges for removal and/or replacement of a nonconforming or friction brake product or part thereof; or 4) any return or replacement transportation charges.

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND IN NO EVENT WILL BENDIX SPICER FOUNDATION BRAKE LLC BE LIABLE FOR INDIRECT, SPECIAL, PROGRESSIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, COSTS INCURRED FOR SERVICE, TOWING, OR DOWNTIME.