Warranty Policies & Procedures

Policy No: BW1795

Effective Date: May 23, 2016

Supersedes: BW1795 dated Jan. 1, 2016

Page 1 of 4

What Determines Warranty Coverage:

Bendix Product Warranty is dependent on the vehicle usage or application type. Below is a description of usage types and their designation as referred to in Bendix Warranty Policy Documents.

<u>On-Highway</u> applications: These applications have normal frequency braking duty cycles and operate primarily on hard surface roadways.

- Line Haul Tractor/Trailer
- Interstate Truck
- Pick-Up & Delivery Tractor or Truck (Cargo box)
- Intercity Truck
- Interstate or Charter Bus (Shuttle or Tour Bus)
- School Bus
- Motor Home
- Fire Truck

<u>Off-Highway</u> applications: These applications have high frequency braking duty cycles and operate under more severe conditions and may be used on either hard surface roadways or in off-road conditions.

- Transit Bus (City Coach)
- Refuse Hauler
- Dump Truck
- Cement Mixer
- Logging or Mining Vehicles
- Yard Truck
- Other Non-Typical Use Vehicles
- Van, Walk-In Applications

Reference Policy Documents:

- Air Brake Products (General Warranty) Limited Warranty BW2065
- Air Disc Brake Limited Warranty BW7214
- □ Air Dryer (Bendix[®] AD-9[®], AD-9si[®], AD-IP[®], AD-IS[®] or AD-RP[™]) Limited Warranty BW1715
- □ Automatic Slack Adjusters Limited Warranty BW7212
- Bendix[®] EverFlow[®] Air Dryer Module Limited Warranty BW2137
- Bendix[®] Trailer System-Guard[®] Limited Warranty *BW2079*
- Compressor Limited Warranty BW1317
- Electronics Systems Limited Warranty BW8003
- □ Foundation Brake Products (General Warranty) Limited Warranty *BW7215*
- □ Foundation Drum Brakes Limited Warranty BW7216
- □ Friction Materials Limited Warranty *BW7213*
- □ Hydraulic Brake Products Limited Warranty BW7223
- □ Removal and Replacement Labor Allowance Schedule BW1322
- □ Spring Brakes Limited Warranty *BW7211*
- □ Total Air Guarantee (T.A.G.) Limited Warranty BW1716

Bendix Commercial Vehicle Systems LLC and Bendix Spicer Foundation Brake LLC ("Bendix") provides the original retail purchaser a limited warranty for defects related to material or workmanship for all products manufactured or sold by Bendix, but excluding product parts and components manufactured by others that are solely warranted by the original manufacturer. The limited warranty does not cover defects or damage caused by abuse, misuse, road debris, accidents or improper installation, maintenance or service.

Following is more policy and procedure information about this limited warranty.

1. General Warranty Information

- 1.1. Warranty claims will only be processed through direct account customers; for example, authorized Bendix distributors, vehicle manufacturers and/or dealers.
- 1.2. Bendix makes the final determination as to whether the product is covered under the terms of this warranty. When a warranty claim is accepted, Bendix's responsibility is limited, at the Company's sole option, to repair, replace, or credit the defective product with a remanufactured exchange unit (or service unit when a remanufactured unit is not offered). The replacement is warranted for the remaining time period, mileage, or hours of the original warranty.
- 1.3. The part must be returned pre-paid for inspection. Claims should be made and submitted within thirty (30) days after the date any defect is first discovered. Submit claims individually via **www.bendix.biz**.
- 1.4. Unless specified differently, the parts coverage period for a non-hydraulic device (*BW2065*) is one year or 100,000 miles (160,000 kilometers), whichever occurs first. Hydraulic device warranty (*BW7223*) is one year or 12,000 miles (19,000 Km), whichever occurs first.
- 1.5. For product specific limited warranty coverage, please refer to the referenced warranties available on **www.bendix.com** under the Service & Support tab/Warranty Link.
- 1.6. Extended parts warranty coverage up to three years or 350,000 miles (560,000 Km), whichever occurs first, applies to air system devices when a Bendix[®] AD-9[®], AD-9si[®], AD-IP[®], AD-IS[®] or AD-RP[™] air dryer is installed as original equipment. See *BW1716* for an explanation about the Total Air Guarantee (T.A.G.) warranty program. Please note that extended coverage is only offered in the US and Canada and only for On-Highway applications as described above. The T.A.G. warranty only applies to pneumatic components, it *does not apply* to non-air brake devices, trailer valves, indication and shutdown modules, friction materials, or electronic components.
- 1.7. If claimed, a labor allowance may also be paid if the failure occurred within the first year or 100,000 miles (160,000 Km), whichever occurs first. If the claim is accepted, labor is calculated using the Bendix standard labor rate times the hours listed in Removal and Replacement Labor Allowance Schedule (*BW1322*). Coverage is limited to removal and replacement of the device only. Additionally, no labor is paid if a replacement device is not installed. Hydraulic devices do not qualify for labor.
- 1.8. Warranty is limited to the device only; indirect, incidental or consequential expenses are not covered in this policy. Some examples of these non-unwarrantable expenses are consumable items, miscellaneous parts, diagnostics, towing, shop or environmental disposal fees, downtime, or late penalties.
- 1.9. If a customer demands a service part replacement for a claim on a new unit still covered under the OEM's factory warranty, the claim will be processed as a service part if specified on the warranty claim.
- 1.10. Only products manufactured by the Bendix's licensees are covered. Warrant back through the manufacturer of the vehicle that installed the equipment any non-licensed product claims.

1.11. The complete unit must be returned for inspection. Unauthorized field repairs or disassembly voids the warranty. Exceptions to these rules are as follows:

• Contaminated air dryer cartridge

When a Bendix[®] compressor is submitted for warranty for "oil passing" and the claim involves a Bendix air dryer cartridge from a Bendix air dryer, the cartridge, but not the dryer, must be returned with the compressor.

• Leaking desiccant air dryer cartridge

When a claim involves a leaking Bendix air dryer cartridge from a Bendix air dryer, only the cartridge, but not the dryer, must be returned.

- · Air dryer purge valve assembly kit
- Bendix[®] AD-IS[®] mounted governor
- Bendix[®] BA-921[®], BA-922[®], Tu-Flo[®] model compressor unloader kits

When it is determined the purge valve in the air dryer or the unloaders in the compressor are leaking, then the respective kit may be used and the old parts returned for warranty instead of the entire device. Because these parts are serviceable items, these are not unauthorized repairs; however, coverage is limited to the original standard warranty period as the device.

2. <u>Reimbursement Guidelines</u>

- 2.1. Bendix's policy is to provide warranty service on Bendix's devices to anyone requesting it, regardless of where the device was purchased—as long as the claim is processed through a customer that has an account with Bendix.
- 2.2. For non-hydraulic device claims, provide a remanufactured warranty replacement at the user's outright price less the applicable core allowance. If the device is not included in the remanufacturing program, provide a service part at the appropriate service parts price.
- 2.3. With claims related to hydraulic brake components, provide a new warranty replacement at the user's service parts price.
- 2.4. Warranty returns should be separately packaged with a copy of the claim attached to the part. Cartons should be clearly identified as "WARRANTY MATERIAL". List all warranty claim numbers being returned on a separate sheet and attach the listing to the warranty package. Bendix recommends shipping warranty parts separately from core returns. To help avoid mistaking warranty returns for core value only, please box and identify warranty material separately from cores should warranty parts be returned with cores. All warranty claim numbers must be listed separately on the core return form when returned with cores.

3. Processing Instructions for Standard Warranty

3.1. Claims should be submitted within thirty (30) days after the date any problem is first discovered via **www.bendix.biz**. Each claim will be automatically numbered by the system, so avoid hitting the submit button more than once.

Print the completed warranty claim form from either the website or the attachment in the email confirmation. Retain one copy, enclose another in an envelope, and attach the envelope to the returned part. Ship the part pre-paid to the warranty inspection center.

If the claim is for an extended Total Air Guarantee (T.A.G.) limited warranty, the T.A.G. serial number information is required. The T.A.G. number is found on the air dryer end cover if the vehicle has a factory-installed model Bendix[®] AD-9[®], AD-9si[®], AD-IP[®], AD-IS or AD-RP[™] air dryer.

Bendix inspects the warranty material and then issues a credit memorandum which includes the following information: the customer claim number and/or reference number, condition information, accept/reject decision, and any applicable payments. Core credits will not be listed in the credit memo, but will be shown in the core report referencing the same credit memo number.

- 3.2. Parts inspection frequently includes disassembly of the device. For reasons of safety, product integrity, and manufacturing-related constraints, the part cannot be re-assembled. Therefore, if the customer requests return of the denied claim part, the device will be shipped back in its disassembled condition. Inspection is limited to verifying a defect in material or workmanship. Even though the claim was denied because neither condition was evident, there are other non-warrantable reasons why a device fails.
- 3.3. When a claim is allowed, a credit will be issued for the material. A labor allowance is also paid when eligible and if claimed. For devices that can be remanufactured, material credits will equal the Bendix selling price less the applicable core charge and the customer's core bank will be credited with the applicable core value. For devices that are not remanufactured, material credits will equal the Bendix net selling service part price.

When a claim is denied and the device need not be returned, the customer's core bank will be credited with the applicable core allowance (i.e., good condition, one-part damaged or two-part damaged core value).

3.4. Upon receipt of the credit memorandum, if the claim was accepted, issue a credit or check to the end-user for the amount the end-user was charged for the replacement plus the labor allowance (if eligible and requested). If the claim was rejected, inform the end-user and give the reason provided. If return of the part was requested, tell the end-user that the part will be available for inspection. However, if the core allowance was discounted at the time of the replacement sale, remember that the core belongs to you.

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 A PARTICULAR PURPOSE, AND IN NO EVENT WILL BENDIX COMMERCIAL VEHICLE SYSTEMS LLC BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO COSTS INCURRED FOR SERVICE CALLS, TOWING, OR DOWNTIME.