



TecBrake Engine Brake USED TRUCK Limited Warranty

TecBrake, Inc. manufactures or distributes the TecBrake Engine Brake. TecBrake, Inc. warrants to the first retail buyer for installation on a vehicle that has more than 100,000 miles and/or has been in service more than one year that the TecBrake Engine Brake will be free of defects in material, workmanship, construction and operation under normal use and service for the warranty period set forth below.

THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED, IMPLIED AND STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS OR FITNESS FOR A PARTICULAR PURPOSE.

Product Warranted

This limited warranty applies only to TecBrake Engine Brake Model T765A and T760A installed by the first retail buyer on or after April 1999.

Warranty Coverage

TecBrake Engine Brake housing assemblies and related attaching parts, including harnesses, seals, and switches, are warranted for period of two years (unlimited mileage) from the date of first delivery to the first retail buyer.

Extended Major Component Warranty Coverage

The TecBrake Engine Brake machined housing is warranted against structural defects for a period commencing on expiration of the above housing assembly warranty and extending to five years from the date of first delivery to the first retail buyer or for the first 500,000 miles, (805,000 kilometers), whichever first occurs. The 500,000 total mileage includes mileage during the above regular warranty coverage.

TecBrake's Warranty Obligation

TecBrake, Inc. will replace, without charge, any TecBrake Engine Brake part returned to it, postage prepaid, which is substantiated by TecBrake's inspection to have been defective during the applicable warranty period in (1) material or workmanship or (2) construction or operation. TecBrake will also pay for reasonable and necessary repairs to components of an engine in which a TecBrake Engine Brake has been properly installed directly resulting from an above defect occurring under normal use and service during the first one year or 100,000 miles (161,000 kilometers), whichever shall first occurs. No warranty coverage for engine damage shall thereafter be provided.

Warranty Coverage Exclusion

These warranties do not apply to any TecBrake Engine Brake or part thereof which has been misused, misapplied, altered, abused or damaged as a result of neglect, accident or normal wear and tear. The above warranties do not cover any part that is not manufactured or distributed by TecBrake or any damage resulting from the use of such part. The above warranties also do not cover any TecBrake Engine Brake part installed in any engine brake that is not manufactured or distributed by TecBrake. The above warranties also do not cover any damage resulting from any improper installation, repair or application of the above TecBrake Engine Brake products, unless performed by TecBrake, Inc. personnel.

Sole and Exclusive Remedy

THE OBLIGATIONS SET FORTH HEREIN ARE TECBRAKE'S SOLE LIABILITY AND THE FIRST RETAIL BUYER'S EXCLUSIVE REMEDY FOR ANY DEFECT OR BREACH OF WARRANTY. IN NO EVENT SHALL TECBRAKE, INC. BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES.

Notice of Warranty Claims

All warranty claims hereunder must be made in writing within the applicable warranty coverage period to an authorized TecBrake engine brake distributor, or if one cannot be located, to TecBrake, Inc. at the following address with full details of any problem, including model and serial number of the product, or they are waived:

TecBrake, Inc.
P. O. Box 27822
Houston, TX 77227