



## Limited Warranty For ConMet Brake Drums and Brake Rotors CONSOLIDATED METCO, INC.

Consolidated Metco, Inc. (Seller) hereby warrants to the original purchaser (Buyer) of a brake drum or brake rotor, that it will replace or repair, at its option, any brake drum or rotor found to be defective in material or workmanship.

This warranty sets forth and describes Buyer's exclusive remedy and sets forth Seller's entire liability to Buyer. This warranty is limited to brake drums and rotors that fail in normal use and service because of defects in material workmanship. Seller will not be liable for any failures or damages caused by abuse, improper installation, misapplication or use, fire, accidents or results thereof, improper maintenance or acts of God. Seller will not be liable for any failures, damages or wear caused by other brake system components. This limited warranty shall not cover any collateral damage including but not limited to brake shoes or pads, axles, nuts, etc., nor will it include cost of downtime on the equipment, roadside assistance, towing or loss of freight.

Seller has the option to request the return of any brake drum or rotor for warranty consideration. In every event, the cost of transporting the material shall be the sole responsibility of the Buyer. Seller will not accept the return of any brake drum or rotor without Seller's prior authorization that includes a Seller provided Return Goods Authorization (RGA number). No expenses incurred will be allowed under this warranty when requested by unauthorized persons or not pre-authorized.

Seller's liability to Buyer, or anyone claiming through or on behalf of Buyer, with respect to any claim or loss arising out of the use of brake drums or brake rotors subject to this warranty, or alleged to have resulted from actual act or omission of Seller, whether negligent or otherwise, and whether in tort, contract or otherwise, or breach of warranty, shall be limited to an amount equal to the original sale price of the brake drum or rotor. **IN NO EVENT SHALL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OR EXPENSES ARISING OUT OF ANY SALE, CONTRACT OR TRANSACTION OF BUYER WITH RESPECT TO THE BRAKE DRUMS OR ROTORS.**

**THESE ARE SELLER'S ONLY WARRANTIES. SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED.**