

# Warranty

## Pacbrake LoadLeash Engine Brake LIMITED WARRANTY

### LOADLEASH ENGINE BRAKE LIMITED WARRANTY

This limited warranty for all Pacbrake LoadLeash Engine Brakes applies to both a NEW or USED truck.

Warranty registrations are required to be completed using the provided warranty card in your Pacbrake product kit. All warranty registrations must be submitted within 30 days of the installation date.

A NEW truck is defined as a vehicle being less than 60 days old from the time of originally being titled, and has no more than 2000 miles (3219 kilometers).

A USED Truck is defined as a vehicle being more than 60 days old from the time of original dealer purchase, and has more than 2000 miles (3219 kilometers), and/or having been previously titled.

The rights under this limited warranty may not be transferred or assigned to the next vehicle owner or another engine that has been installed on the same truck. 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 is in 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 IMPLIED WARRANTY OF MERCHANTABILITY AND NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; PROVIDED HOWEVER, THAT IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED IN ANY TERRITORY WHERE THE PRODUCT IS SOLD, THE DURATION OF SUCH IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE LIMITED WARRANTY DESCRIBED IN THE FOLLOWING PARAGRAPHS.**

#### PRODUCT WARRANTED:

Warranty coverage applies to all Pacbrake LoadLeash models.

The LoadLeash engine brake has been developed, tested and validated on Cummins 6.7L and 5.9L engines in stock configurations. Any engine / vehicle modifications, from stock configuration, are to be the responsibility of the owner and installer, to make sure that there is no interference or incompatibility with the Pacbrake LoadLeash. It is impossible for Pacbrake to determine and ensure each and every modification available to work with the Pacbrake LoadLeash. Please contact Pacbrake's Technical Department for further details.

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, or to vehicles used in race or off-road applications.

Improper installation, application, or substitution of parts not manufactured or approved by Pacbrake shall void this warranty.

No agents or representatives of Pacbrake are authorized to make modifications to these warranties, or to make additional warranties. Any additional statements, whether oral or written, do not constitute warranties and should not be relied upon.

#### WARRANTY COVERAGE FOR NEW TRUCK:

Engine Brake Warranty Coverage Period:

- Machined Castings: 18 months or 100,000 miles (161,000 kilometers), whichever shall occur first.
- Related Control Components and Attaching Parts including Solenoids, Seals, Gaskets, Switches and O-rings: 18 months or 100,000 miles (161,000 kilometers), whichever shall occur first.

#### WARRANTY COVERAGE FOR USED TRUCK:

Engine Brake Warranty Coverage Period:

- Machined Castings: 12 months or 100,000 miles (161,000 kilometers), whichever shall occur first
- Related Control Components and Attaching Parts including Solenoids, Seals, Gaskets, Switches and O-rings: 12 months or 100,000 miles (161,000 kilometers), whichever shall occur first.

#### ADDITIONAL WARRANTY COVERAGE FOR NEW & USED TRUCKS:

Engine Brake Replacement Parts Coverage Period:

- Replacement Parts: 180 days from the date of delivery to the first retail purchaser, or the remainder of the original kit warranty, whichever is longer.

#### Labor Charges / SRT (Service Repair Times):

- Included in 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.
- Pacbrake reserves the right to set forth a maximum labor rate and SRT limitations.

#### Returned Parts:

- MUST have a RGA # (Return Goods Authorization #)
- An RGA # will be issued upon Pacbrake authorizing the return of parts.
- Contact Pacbrake @ 1-800-663-0096

**USA:** PO Box 1822  
Blaine, WA  
98231-1822

**Canada:** 19594-96 Ave  
Surrey, B.C.  
V4N 4C3

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Pacbrake LoadLeash Engine Brake  
**LIMITED WARRANTY**

## 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.

### NEW TRUCK WARRANTY:

Pacbrake Company will pay for all reasonably 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 eighteen (18) months or 100,000 miles (161,000 km), whichever shall occur first. No coverage for engine damage shall be provided beyond this time period nor for replacement parts.

### USED TRUCK WARRANTY:

See form L3021 (<http://pacbrake.com/wp-content/uploads/L3021.pdf>) for PROGRESSIVE DAMAGE COVERAGE and limitations based on initial truck mileage.

**PACBRAKE'S SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY IS LIMITED TO THE OBLIGATIONS SET FORTH HEREIN AND PACBRAKE SHALL NOT BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INDIRECT, PUNATIVE OR CONSEQUENTIAL DAMAGES.**

Some states or provinces may not allow exclusion or limitation of liability for consequential or incidental damages and therefore the above limitations may not apply to you if such state's or province's laws are found to be applicable to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from State to State, Province to Province.

If the product should become defective within the warranty coverage period, you must notify an authorized Pacbrake distributor both within the warranty periods as well as within ninety (90) days of your having first noticed 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.

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