



MGM Brakes
A Division of Indian Head Industries, Inc.

Limited Warranty



LIMITED WARRANTY

MGM Brakes
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This form supersedes any warranty forms dated prior to 4/2020.

MGM Brakes Limited Warranty

MGM Brakes warrants to the original retail purchaser that the MGM Brakes products sold by the company, as listed on the MGM Brakes Limited Warranty matrix below will be free from defects in materials or workmanship for the warranty period shown in the matrix with no mileage restrictions.

Limitations of Warranty

This limited warranty covers all MGM Brakes products sold and/or installed on or after April 1, 2016 and is not retroactive.

This limited warranty does not cover defects or damages caused by abuse, misuse, road debris, accidents, fire, physical damage, improper installation, improper maintenance, improper service or use in a non-standard vehicle application that has not been pre-approved in writing by an authorized representative of MGM Brakes.

This limited warranty does not cover any claims when excessive amounts of foreign material is ingested into the spring brake via either the internal air system or externally.

Misuse includes, but is not limited to:

- Operation with the caging bolt tool plug/dust cap not properly installed.
- Operation without the vent hole plugs properly installed.
- Any products repaired with non-MGM Brakes service/component parts.
- Any product submerged in water per MGM Brakes Technical Bulletin EB 19-005.

MGM Brakes reserves the right to make product changes in design and product improvements without any obligation to modify or revise products previously sold.

This limited warranty does not cover any failure of a product due to a defect in design, plans or specifications where such design plans or specifications were supplied to MGM Brakes by any person on the buyer's behalf.

MGM Brakes does not authorize any other company or person to assume for it any warranty or other liability with respect to MGM Brakes products.

This limited warranty does not cover wires or sensor leads that are pinched, misrouted or not installed as per MGM Brakes recommendations. This limited warranty does not cover electronic components including CCMs/ECUs, Sensors, and Harnesses that are damaged as a result of installation and service which does not meet MGM Brakes recommendations.

MGM Brakes is not responsible for "down time" expenses, load/cargo damage or any other business costs or losses resulting from a failure or use of MGM Brakes products.

MGM Brakes is not responsible for any warranty claims that are not submitted/returned to MGM Brakes within 90 days of alleged failure date.

Limitation of Remedy

The responsibility of MGM Brakes under this limited warranty is expressly limited to the repair or replacement at MGM Brakes option of the alleged defective product.

In no event and under no circumstances shall MGM Brakes be responsible under this limited warranty for any other costs whatsoever, including but not limited to claims for labor, lost business, lost time, lost profits, loss of use, or any kind of indirect, incidental, consequential, special, or punitive damages, however denominated or described. The remedy under this limited warranty is limited to repair or replacement.

Disclaimer of Other Warranties

This limited warranty is expressly in lieu of all other warranties expressed or implied, including without limitation any arising under statute, course of dealing, or use in trade. All other warranties, expressed or implied, including any warranty of merchantability, title, non-infringement, or fitness for a particular purpose are hereby excluded.

Warranty Claim Procedure

All warranty claims must be made either in writing via an OEM/Dealer/Distributor/Fleet Warranty administration system and conveyed to MGM Brakes or electronically via the MGM Brakes website.

MGM Brakes reserves the right to have any alleged warranty claim returned to MGM Brakes at customers expense for evaluation. If the warranty is valid, MGM Brakes will replace the product and reimburse the inbound shipping costs. If the returned product is not found to be defective, the product can be returned freight collect or disposed of within 30 days after disposition as the customer specifies.

For OEM dealers: without superseding the OEM coverage and administrative system, please file your claim online at the MGM Brakes website or contact your MGM Brakes Regional Sales Manager.

For Independent Distributors: please file your claim online at the MGM Brakes website or contact your MGM Brakes Regional Sales Manager.

For Fleets: please file your claim via your fleet warranty administrative system if applicable. Otherwise, please file your claim online at the MGM Brakes website or contact your dealer or distributor.

For a listing of the MGM Brakes Regional Sales Managers, please view the MGM Brakes website at www.mgmbrakes.com or call the MGM Brakes customer service at 1-800-527-1534, ext. 6021.

All warranty submissions will require the MGM Brakes serial number (where used/available) as well as the associated part number and must be received by MGM Brakes within 90 days of alleged failure date.

MGM Brakes Limited Warranty Matrix

| Market | 1 YEAR | 2 YEARS | 3 YEARS | 4 YEARS | 5 YEARS | 6 YEARS |
|---|---|---------------------------------|--|-------------------------------------|--|-------------------------------------|
| Over-the-Road Line Haul Box Van, Flatbed Tank Trailers | | CW MJW | C CSB RA/RH | TR | TRB TR-T LTR | TR-TS LTR-T LTS MJS MJB |
| Refuse/Waste | | CW TR w/o neoprene MJW | C CSB TR w/neoprene RA/RH | TRB TR-T w/neoprene LTR | TR-TS w/neoprene LTR-T LTS MJS MJB | |
| Severe Service* | | CW TRB TR-T LTR MJW | C CSB TR-TS LTR-T LTS RA/RH | TR-TS MJS MJB | | |
| Off Road** | TR | CW TRB TR-T LTR MJW | C CSB TR-TS LTR-T LTS RA/RH | TR-TS LTR-T LTS MJS MJB | | |
| Transit Coach | | CW TR MJW | C CSB TRB TR-T LTR RA/RH | TR-TS LTR-T LTS MJS MJB | | |
| School Bus | | CW MJW | C CSB TR RA/RH | TRB TR-T | TR-TS LTR | LTR-T LTS MJS MJB |
| e-STROKE Components CCM, Cables, Sensors, Harnesses | CCM/ECU Cables Sensors Harnesses | | | | | |

* Severe Service = salt/gravel/dump, fertilizer, emergency, livestock/poultry, concrete/aspphalt

**Off Road = logging, dump/construction

This warranty matrix includes: C - Series, All TR - Series, All LTR - Series, All LTS Series, MJ - Series, Wedge (MJW, CW) and Remote Mount Brakes (RA/RH).

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