



## LIMITED WARRANTY and LIMITATION OF LIABILITY

Carlisle Industrial Brake & Friction (the "Company") warrants its trailer brake actuator products, including, but not limited to, HydraStar, HydraStar XL, and ElectraStar ("Products"), under normal use and service, to be free from defects in material and workmanship for a period not to exceed two years from the date of sale to the original consumer, or to the first retail purchaser, of a trailer or other towed device (the "Warranty"). Any receipts, proof of purchase, or other documents obtained at the time a Product manufactured by the Company is purchased from a dealer / distributor, should be retained. This Warranty is not transferable.

The obligations of the Company under this Warranty shall be limited to crediting the account of Carlisle's direct buying Distributor or OEM trailer manufacturer, replacing or repairing those Products which are determined, to the satisfaction of the Company, to be defective in material and/or workmanship, within sixty (60) days from the date of receipt of such products by the Company. Any replacements or repairs will be made at the Company's designated facility and at the Company's expense. Returned product found not to be defective will be returned at the sender's expense.

This Warranty shall not extend to any Products, or any parts thereof, which have been improperly installed, installed contrary to the provided instructions, altered, tampered with, or the engineering and design of which have been changed in any way, nor shall this Warranty extend to any defects arising from abuse, misuse, accident, improper wiring, or negligence of an installer or of the consumer. Refer to the instruction manual packed with your unit. Copies of the instruction manual are available on our website at [www.carlislebrake.com](http://www.carlislebrake.com). A hard copy can be ordered from Carlisle for \$15.00 by contacting customer service at 800-873-6361.

**EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IS MADE BY THE COMPANY IN RESPECT OF THE PRODUCTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY AND ANY SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.**

**REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL THE COMPANY BE LIABLE TO PURCHASE OR ANY THIRD PARTY FOR ANY LOST PROFITS, CONSEQUENTIAL, EXEMPLARY, INDIRECT, PUNITIVE, INCIDENTAL, OR SPECIAL DAMAGES OR COSTS ( INCLUDING ATTORNEYS' FEES ) OR LOSS OF GOODWILL RESULTING FROM ANY CLAIM ( INCLUDING BUT NOT LIMITED TO ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, NEGLIGENCE , STRICT LIABILITY OR PRODUCTS LIABILITY ), REGARDING THIS AGREEMENT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Certain jurisdictions do not permit limitations on the duration of a Warranty; accordingly, the limitations included herein may not apply. This Warranty is expressly in lieu of all other express or implied Warranties and any and all other obligations or liabilities on the part of the Company. There are no Warranties which extend beyond the description on the face hereof. No dealer / distributor, employee, or representative of the Company is authorized to modify this Warranty in any way or to grant any other Warranty.

**If you have a problem with your Product, see the next page.**

## IF YOU EXPERIENCE A PROBLEM WITH YOUR CARLISLE TRAILER BRAKE ACTUATOR

1. Trouble shoot the unit as described in the owners manual. If a copy of the manual is unavailable contact your dealer/distributor or you can download the manual off our website at [www.carlislebrake.com](http://www.carlislebrake.com) Additional hard copies of the manual can be ordered from Carlisle customer service for \$15.00 each, call 812-336-3811.
2. If, after trouble shooting, it is believed that a valid claim exists, contact the dealer/distributor, from which the Product was purchased.
3. If it is deemed that the Product should be returned to Carlisle for inspection and warranty consideration, the dealer/distributor will make the claim through their Carlisle supplier.
4. **Carlisle can not be responsible for units returned directly by consumers.**

### TO MAKE A CLAIM

1. All claims must include proof of purchase information. The required information is:
  - Copy of receipt or itemized bill showing name and address of purchaser, date of purchase.
  - Product model number and serial number. These are found on a label on the product.
  - Bills or receipts from a legitimate dealer or repair center itemizing labor charges for replacement.
2. All returns require a Return Merchandise Authorization number (RMA). Direct accounts can obtain an RMA by contacting Carlisle customer service at 812-336-3811. You will be asked to provide proof of purchase information per item #1 directly above.
3. The direct account will return the Product prepaid, and securely packed in proper packaging. The Product must be free of mud, dirt, sand, or other debris, with the brake fluid completely drained. The carton must be clearly marked with the RMA number when the Product is returned to the Company for inspection.
4. If the Company determines that the claim is valid, the Product will be repaired or replaced or credit issued to Carlisle's direct account. If a labor claim is made, Carlisle will issue credit to reimburse for up to one hour of labor, not to exceed \$70.00, to replace the defective unit. If a claim is deemed invalid and the Product is found to work properly the account will be notified and no credit will be issued for the unit or labor. Invalid Product will be returned to the submitter, freight collect, unless otherwise instructed.