

# Warranty/Product Registration



**TrucBrush**  
Snow Solutions for Roadway Safety

## CORPORATE OFFICE

28 Renker Drive  
South Easton, MA 02375

## REPLACEMENT BRUSHES

1217 E. Chesnut Street  
Chilton, WI 53014  
800-558-5800

[WWW.TRUCBRUSH.COM](http://WWW.TRUCBRUSH.COM)

## A Warranty Registration Form must be submitted online to make warranty effective.

**Warranty Start Date:** All claims must be submitted using the proper form and emailed to [Warranty@TrucBrush.com](mailto:Warranty@TrucBrush.com). To be eligible for warranty payment the product must be registered with TrucBrush Corporation via:

[www.trucbrush.com/products/warranty](http://www.trucbrush.com/products/warranty)

TrucBrush Corporation reserves the right to decline any claim that does not meet above requirements.

## LIMITED WARRANTY

**Limited Warranty:** Subject to the limitations set forth herein, TrucBrush Corporation ("TrucBrush"), warrants its products to be free from defects in material and workmanship for a period of twelve (12) months solely for the following product: Truck Snow Removal Products. Parts shall have a ninety (90) day warranty. This warranty is not transferable without the written consent of TrucBrush.

**Notice:** TrucBrush obligations under this Limited Warranty are conditioned on TrucBrush receiving, within the warranty period, written notice from Buyer specifying the nature of any alleged defect and requesting corrective action by Seller.

**Remedies:** TrucBrush, at its option, will repair or replace, or provide a credit to Buyer for, defective warranted items. If requested by TrucBrush, products or parts for which a warranty claim is made shall be returned, transportation prepaid, to TrucBrush's factory. Buyer shall not return any product for repair, replacement or credit without TrucBrush's advance written consent.

**Other Manufacturer's Warranty:** On products furnished by TrucBrush, but manufactured by any other manufacturer, the warranty of said manufacturer, if any, will be assigned to Buyer, if the said warranty is assignable. However, TrucBrush does not represent or guarantee that such manufacturer will comply with any of the terms of the warranty of such manufacturer.

**Exclusions:** Any improper use, operation beyond capacity, of substitution of parts not approved by TrucBrush, or alteration or repair by others in such a manner as in TrucBrush's judgement materially and/or adversely affects the product shall void this warranty. This warranty does not apply to defects caused by damage or unreasonable use while in the possession of the purchaser, including but not limited to: failure to provide reasonable and necessary maintenance, normal wear, routine tune ups or adjustments, improper handling or accidents, operation at speed or load conditions contrary to published specifications, improper or insufficient lubrication, or improper storage.

Seller manufactures power brooms that mount to many makes and models of equipment. Seller attempts to ensure that the mounting frames fit correctly. However, the large number of tractor models, types and options currently available, compounded by frequent manufacturer design changes, may prevent Seller from supplying a frame that fits every unit correctly. Therefore, unless Buyer supplies specific coupler affixed to the tractor or loader, Seller will not be responsible for the fit of the mounting frame.

The broom, individual brushes and material normally consumed in operation, and major components such as hydraulic lines and motors are excluded from this warranty but may be covered to the extent of any warranty received by TrucBrush Corporation from its suppliers if permitted by the terms of such warranty.

**Disclaimer of Warranty:** TrucBrush shall not be liable for any incident, consequential, punitive or special damages of any kind, including, but not limited to, consequential labor costs or transportation charges in connection with the repair or replacement of defective parts, or lost time profits or expense which may have directly or indirectly accrued because of said defect. The Goods are being sold "as is" and TrucBrush disclaims all warranties of quality, whether express or implied including the warranty of merchantability and fitness for a particular purpose. The Buyer acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the Goods and that no such statements or representations have been made. The Buyer acknowledges that it has relied solely on the investigations, examinations, and inspections as the Buyer has chosen to make and that the Seller has afforded the Buyer the opportunity for full and complete investigation, examinations and inspections.

# Warranty/Product Registration

## A Warranty/Product Registration continued:

### LIMITED WARRANTY

Limitations of liability: TrucBrush will not be liable for any indirect, special, consequential or punitive damages, (including lost profits) arising out of or relating to this agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether TrucBrush has been advised of the possibility of any such damage. In no event will TrucBrush's liability exceed the price the Buyer paid to the Seller for the specific Goods provided by the Seller giving rise to the claim or cause of action.

Governing Law and Designation of Forum: (a) The laws of the State of Massachusetts (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement. (b) A party bringing a legal action or proceeding against the other party arising out of or relating to this agreement or the transactions it contemplates must bring the legal action or proceeding in any court of the State of Massachusetts sitting in Suffolk County. Each party to this agreement consents to the exclusive jurisdiction of the courts of the State of Massachusetts sitting in Suffolk County and its appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to this agreement or the transactions it contemplates.

Force Majeure: The Seller will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Seller's reasonable control.

Assignment; Delegation: The Buyer may not assign any of its rights under this agreement or delegate any performance under this agreement, except with the prior written consent of the Seller. Any purported assignment of rights or delegation of performance in violation of this section is void.

Recovery of Expenses: In any adversarial proceedings between the parties arising out of this agreement or the transactions it contemplates, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including legal fees and expenses.

Entire Agreement: This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

Amendments: No amendment to this agreement will be effective unless it is in writing and signed by both parties.

Counterparts; Electronic Signatures: This agreement may be signed in one or more counterparts, which together will form a single agreement. This agreement may be signed electronically.



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