

Warranties and Your Rights

You the consumer have the right to upgrade or add to your vehicle without affecting the warranty. The addition of a Pacbrake product will not void the warranty on your vehicle. As with any aftermarket product, be it mudflaps or oil filters, the onus is on the dealership to prove that an aftermarket product was responsible for the failure of a vehicle manufacturers component. You have the right to choose the product and the product manufacturer whether they are "approved" or not.

As the owner of a vehicle that is under warranty coverage by the vehicle manufacturer you are protected by federal law - the Magnuson-Moss Warranty - Federal Trade Commission Improvement Act of 1975. Under the act, aftermarket equipment does not void a vehicle's original warranty unless that warranty clearly and conspicuously states that aftermarket equipment voids the warranty. Most states have legislation or statutes that further protects the owners of vehicles.

In other words, if the warranty statement that was provided with the vehicle does not say that aftermarket products will void your warranty then no dealership can by law refuse or arbitrarily void the warranty on the vehicle. This does not mean that the dealership must perform warranty repairs on the aftermarket product, and in fact if the aftermarket product was responsible for the failure of a warrantable component, the owner or installer / manufacturer would be liable for those repairs.

It is up to the dealership to prove (not just say) that the aftermarket product caused the failure and if you the consumer find that the dealership has not adequately provided evidence to support their claim you have the legal right to demand the dealership comply with the warranty. If you are being unfairly denied warranty, the Federal Trade Commission monitors compliance with warranty law and can be reached at (202) 326-3128.

What to do if a dealership denies or "voids" your warranty because you have a Pacbrake product installed on your vehicle.

- 1) Prior to the dealership beginning any repairs, have them contact the Pacbrake Warranty Administrator at 800-663-0096 and Pacbrake will attempt to resolve the issue immediately.
- 2) Have the dealership provide you with their warranty denial in writing (Chances are they will not as this could be used against them in arbitration.)
- 3) Contact the Federal Trade Commission at the above number and formally register a complaint.
- 4) If the dealership still insists that the warranty be denied because of the installation of a Pacbrake product, have the dealership provide you with all the failed parts.

If it is determined that a Pacbrake product was not responsible for the failure of a warrantable vehicle component, Pacbrake will support the customer through the warranty arbitration process. In the unlikely event that the Pacbrake product caused the failure and Pacbrake was advised at the onset of the failure, Pacbrake will cover the affected parts and labor at the prevailing flat rate.

Pacbrake uses considerable resources in research and development to ensure that its products are designed within the rigorous specifications of the engine manufacturer. Pacbrake products are subjected to extensive quality testing and procedures to continually make improvements. Pacbrake supports the products it manufactures to the fullest extent with industry leading warranties, including progressive damage, and guarantees.

For copies of the Magnuson - Moss Act contact the Federal Trade Commission in your area or phone (202) 326-3128.

It's your right ... it is your choice ... that's the law!

PACBRAKE[®]
ENGINE & EXHAUST BRAKES