



# Thermo King Vehicle-Powered Truck Unit Limited Warranty Summary (in months)

Components	CB	V-200 V-300	V-500
Cond, Evap & Rad Coils	12	12	12
3-way Valve	12	—	—
Controls	12	12	12
Compressor	12	12	12
Electric Drive Motor	12	12	12
Basic Unit Coverage	12	12	12
Compressor Clutch	12	12	12

Terms of the complete Thermo King Express Warranty are printed on the reverse side of this chart. Thermo King shall have no liability in contract or in tort (including negligence or strict liability) or otherwise, for any injury or damage caused to vehicles, contents, product cargo or other property or for any special, incidental, indirect or consequential damages whatsoever, including, but not limited to loss or interruption of business, lost profits and loss of use. The warranty shall cover parts and labor only.

The Thermo King Express Warranty shall not cover any bracket(s), used for mounting Thermo King engine-driven compressors, that are not manufactured by Thermo King Corporation, the installation of such bracket(s), workmanship or bracket design.

12	12 Months – complete unit
—	Not Applicable

## **THERMO KING CORPORATION'S NORTH AMERICAN VEHICLE-POWERED UNIT WARRANTY**

Subject to the conditions hereinafter stated, Thermo King Corporation ("Thermo King") warrants its Vehicle-Powered Refrigeration Unit to be free from defects in material and workmanship for a period of twelve (12) months from the date in service or twenty-four (24) months from the date the unit is shipped by Thermo King, whichever is earlier. Separately, Thermo King warrants the compressor assembled in ZCS 400 units and Thermo King eutectic models to be free from defects in material and workmanship for a total period of twenty-four (24) months from the date in service or thirty-six (36) months from the date the unit is shipped by Thermo King, whichever is earlier, regardless of the number of hours the compressor has been operated, except that compressor accessories (evaporator pressure regulator valve, service valves, bushings and clutch) are excluded and high-pressure cutout switch is excluded unless failure of such switch is due to refrigerant leak.

Such warranty extends only to the original owner of the unit or official warranty transferee (TK51132-9-FO) and is limited at Thermo King's option to repair or replacement with new or remanufactured parts at any authorized Thermo King dealer or service affiliate of any parts which are found by Thermo King to have been defective under normal use and service within the specified warranty period. This warranty shall only cover labor and parts. Such repair or replacement shall be Buyer's exclusive remedy and correction of defects in the above manner shall constitute complete fulfillment of all obligations and liabilities of Thermo King with respect to the unit sold hereunder, whether based in contract, in tort (including negligence and/or strict liability), or otherwise.

Any part of a unit which is repaired or furnished as a replacement under the terms of Thermo King's Warranty will be installed by any authorized Thermo King dealer or service affiliate without charge to Buyer for labor or parts. Any part which is replaced shall become the property of Thermo King. Such warranty services must be performed by an authorized Thermo King dealer or service affiliate and will not include overtime, mileage, telephone calls or telegrams, or cost of transportation and/or relocation of equipment or service personnel.

The Thermo King Express Warranty shall not cover any bracket(s), used for mounting Thermo King engine-driven compressors, that are not manufactured by Thermo King Corporation, the installation of such bracket(s), workmanship or bracket design. Thermo King's warranty does not include consumable or maintenance items, such as, but not limited to, engine oil, lubricants, fuses, fuel, filters and filter elements, glow plugs, cleaning materials, light bulbs, refrigerant gases, dryers and batteries.

Thermo King's Warranty shall not apply to any unit which (i) has been so installed, maintained, repaired or altered as, in Thermo King's judgment, to affect its integrity, (ii) has been subjected to misuse, negligent handling or accident, or (iii) has been operated contrary to Thermo King's printed instructions. Thermo King or any authorized Thermo King dealer or service affiliate shall have the right to require that Buyer provide maintenance records to show that a unit has been properly maintained.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE, EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT.

LIMITATION OF LIABILITY: THERMO KING SHALL HAVE NO LIABILITY IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, FOR ANY INJURY OR DAMAGE CAUSED TO VEHICLES, CONTENTS, PRODUCT CARGO OR OTHER PROPERTY OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OR INTERRUPTION OF BUSINESS, LOST PROFITS AND LOSS OF USE. THE REMEDIES OF THE BUYER HEREIN ARE EXCLUSIVE AND THE TOTAL CUMULATIVE LIABILITY OF THERMO KING SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE UNIT OR PART ON WHICH SUCH LIABILITY IS BASED.