

# WARRANTY TERMS REEFERS

DATE: 7.4.2020

We rights for changes reserved.

## Used Reefers

Since we take pride in our used reefers we give all used units 3 months part warranty in EUROPE. In case the unit has broken part or some part breaks down during first 3 months (calculated from the date it leaves depot) due to bad installation or being worn out we provide the part free of charge. Please note this apply only in EU region and it will not cover cost of work needed for the part replacement but only the part and its shipping costs.

## New Reefers

For new reefers we follow manufacturers warranty that are listed below. Please note that normal 5 year warranty for reefer machines are calculated from date of production not from date of purchase!



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# THERMOKING

## THERMO KING CORPORATION'S CONTAINER UNIT WARRANTY for MAGNUM Plus

Subject to the conditions hereinafter stated, Seller warrants the Units to be free from defects in material and workmanship for a period of sixty (60) months from the date of installation, or sixty-three (63) months from the date of sale by Seller, whichever is earlier. Such warranty is limited at Seller's option to repair or replacement with new or remanufactured parts at any authorized Thermo King dealer or service affiliate of any part or parts which are found by Seller 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 Purchaser's exclusive remedy and correction of defects in the above manner shall constitute complete fulfillment of all obligations and liabilities of Seller with respect to the Units 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 Seller's Warranty will be installed by any authorized Thermo King dealer or service affiliate without charge to Purchaser for labor or parts. Any part which is replaced shall become the property of Seller. 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. Seller shall not be liable for any duties, taxes or associated charges which may be imposed by the laws or regulations of any country where a warranty repair is performed.

Seller's warranty does not include consumable or maintenance items, such as, but not limited to, lubricants, fuses, filters and filter elements, cleaning materials, light bulbs, refrigerant gases, dryers and batteries.

Seller's warranty shall not apply to any Unit which (i) has been so installed, maintained, repaired or altered as, in Seller's judgement, to affect its integrity, (ii) has been subjected to misuse, negligent handling or accident, or (iii) has been operated contrary to Seller's printed instructions.

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 INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

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.



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## MANUFACTURER'S WARRANTY



Carrier Transicold Pte. Ltd.  
Carrier Transicold Division  
Carrier Corporation

### MODEL 69NT CONTAINER REFRIGERATION UNITS PREMIUM WARRANTY

#### FIVE-YEAR WARRANTY (LABOR AND MATERIAL)

Within five years from the date of original installation or sixty-six months after the date of shipment from the manufacturer's plant, whichever comes first, Carrier Transicold Division, Carrier Corporation ("Carrier Transicold") through designated Container Service Centers will, at Carrier Transicold's option, repair or replace, with a new or remanufactured part, any parts or components of the products identified above which UNDER NORMAL USE AND SERVICE malfunction as a result of defects in material or workmanship. Contact Carrier Transicold for a current list of Container Service Centers designated to administer warranty.

In the event warranty repairs are not performed by a designated container service center, such warranty repair claims will be administered through Carrier Transicold's Syracuse Warranty Department. Claimant will be reimbursed labor expense at the rate of thirty-six (36) U.S. dollars per hour times the allowable time for the applicable repair, as indicated in Carrier Transicold's Warranty Labor Allowance Schedule, or for the actual labor expense, whichever is less. Labor expense reimbursement is for work performed at a repair facility during normal working hours only. Parts will be reimbursed at Carrier Transicold's current list price, less the applicable discount from the parts depot in the local geographic area, plus 5% for handling. If requested by claimant, replacement parts will be shipped to claimant F.A.S. (INCOTERMS 2010) Continental U.S.A. port by surface shipment or F.A.S. (INCOTERMS 2010) nearest port of embarkation from Carrier Transicold parts depots outside Continental U.S.A.

This warranty does not include consumable or maintenance items. Consumable and maintenance items include, but are not necessarily restricted to the following: grease and lubricants, filters and filter elements, cleaning materials, fuses, light bulbs, refrigerant gases, oils, driers and batteries (batteries are warranted by the battery manufacturer).

Carrier Transicold is not responsible for any duties, taxes or associated charges as may be applicable in accordance with the regulations of the country where warranty repair is performed.

This warranty does not apply to any equipment which in Carrier Transicold's sole judgement has been subject to misuse, negligence in handling or accident, operated contrary to manufacturer's printed instructions or has been so repaired or altered as to adversely affect its operational integrity.

**THE FOREGOING WARRANTIES ARE EXPRESSLY GIVEN IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED.**

#### LIMITATION OF LIABILITY

Carrier Transicold and its affiliates **SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND CARRIER TRANSICOLD'S AND ITS AFFILIATES SOLE AND EXCLUSIVE LIABILITY, WHETHER FOUNDED IN STATUTE, CONTRACT, TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF PARTS OR COMPONENTS IDENTIFIED ABOVE SUBJECT TO THE LIMITATIONS HEREIN.**

62-10184 Rev D



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