

## Thermo King Corporation North American T-90 Self Powered Truck Unit Limited Warranty

|                                                                                                               | T-90 Series                                               |
|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Components                                                                                                    | Coverage                                                  |
| Basic Unit Coverage Clutch Electric Drive Motor Engine Accessories (1) Compressor Accessories (2)             | 12 month (unlimited hours)                                |
| Major Components are listed below for Extended Warranty purposes                                              |                                                           |
| Coils – Cond, Evap, Rad<br>Engine & Internal Parts (3)<br>Fanshaft Assembly<br>Idler Pulley<br>Injection Pump | <24 month (unlimited hours)<br>24-36 month (≤ 6000 hours) |
| SR-3 Control System (4)                                                                                       | <24 month (unlimited hours)<br>24-36 month (≤ 6000 hours) |
| Compressor & Internal Parts (Recip)                                                                           | 36 month (unlimited hours)                                |

Terms of the complete Thermo King 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 unit and its components are warranted to be free from defects in material and workmanship from date in service.

- (1) Engine Accessories coverage includes: Water pump, Engine thermostat and housing, Exhaust and intake manifolds, Crankcase breather, High temperature cutout switch, Water hoses, Belts, Starter, DC alternator, Fuel primer pump, Fuel transfer pump, Injectors, Injector lines, Glow plugs, Low oil pressure switch, Oil lines, Filter assemblies, Solenoid, Engine mounts, Accessory gaskets.
- (2) Compressor Accessories coverage includes: throttling valve, service valves, bushings and clutch.
- (3) Engine and Internal Parts coverage includes: Front and rear crankshaft seals, Cylinder head gasket, Valve guide to stem seals, Flywheel, Ring gear.
- (4) SR-3 Control System coverage includes: SR-3 controller and SR-3 interface board. Does not include HMI.



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Subject to the conditions hereinafter stated, Thermo King Corporation ("Thermo King") warrants its complete 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. For all Truck unit models, Thermo King warrants the microprocessor, condenser, compressor, engine, 3-way valve, evaporator and radiator coils, tapered roller bearing Fanshaft assembly and idler assembly to be free from defects in material and workmanship for a 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 engine hours the unit has been operated. For the 'T-90 Series' of units, in addition to the above, Thermo King warrants the major components listed for a period of 6000 engine hours, thirty-six (36) months from the date in service, whichever occurs first, or forty-eight (48) months from the date the unit is shipped by Thermo King, whichever is earlier. Refer to warranty summary grid for engine and compressor warranty coverage of specific models. Engine accessories include: water pump, engine thermostat and housings, exhaust and intake manifolds, crankcase breather, high temperature cutout switch, water hoses, belts, starter, DC alternator, fuel primer pump, fuel transfer pump, injectors, injector lines, glow plugs, low oil pressure switch, oil lines, filter assemblies, solenoids, engine mounts and accessory gaskets. Compressor accessories include: throttling valve, service valves, bushings and clutch.

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 fulfilment 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.

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.