

MANUFACTURER'S WARRANTY

TRANSPORT AIR CONDITIONING

Carrier Transicold Division Carrier Corporation Syracuse, New York 13221

CARRIER TRANSPORT AIR CONDITIONING, INC. 2 YEAR FACTORY LIMITED WARRANTY

Carrier Transport Air Conditioning, Inc., hereafter referred to as "Carrier TAC", warrants that each product of its manufacture is free from defects in material or factory workmanship, for a period of 24 months from original date in service on original vehicle. If date in service is not registered, the date of shipment from the plant will be utilized to establish the 24 month warranty period. Carrier TAC agrees to repair or replace with a new or repaired part, any individual part of a Carrier TAC unit assembly which, after inspection, has been proven to be defective within the warranty period. Replacement of the complete TAC unit assembly requires factory approval. Replacement of a defective part within the warranty period will include labor for replacement at factory established rates, if performed by any authorized Carrier TAC Dealer. Compensation at factory established rates, for loss of refrigerant will be paid only when caused by a defective part and if the defective part was under warranty at the time of failure.

CONDITIONS OF WARRANTY

I. Handling of Warranty Claims

- A. Should a failure occur to a Carrier TAC component under warranty, return the vehicle to the OEM, installer or TAC Dealer from whom the air conditioner was purchased. Present a copy of your warranty registration card. The Dealer will make the necessary repairs to the system, including parts replacement as covered by the warranty. Such repairs will not include costs in transporting the vehicle to the Dealer, loss of time by the customer or cost of alternate transportation.
- B. If it is not possible to return to the OEM, installer or original dealer, take the vehicle to any convenient Carrier TAC dealer and present your warranty registration card. Should you be unable to locate an authorized Carrier TAC dealer contact the factory and you will be assisted. (1-800-450-2211)

II. EXCLUSION FROM WARRANTY: THIS WARRANTY SHALL NOT APPLY TO:

- A. Any part or parts of products becoming defective as a result of negligence, accident or other casualty.
- B. Owner's failure to provide nominal maintenance such as lubrication of auxiliary engine; tightening belts, fittings and mounting hardware; cleaning coils; replacement of filter drier in accordance with standard refrigeration practices; improper voltage or loose electrical connectors; and maintaining refrigerant and oil levels.
- C. Improper installation, repairs or alterations.
- D. Operation in any manner contrary to Carrier TAC's operation and service procedures.
- E. Any parts or products which have been modified outside of Carrier TAC's factory unless specific written authorization for such modification has been issued by Carrier TAC.
- F. Defects caused by any repair facility during system maintenance or repair to include system contamination, loose fittings or wiring, torn or crimped Orings, etc.
- G. Consumable or expandable items including but not limited to: filters, belts, lubricants, motor brushes, filter driers replaced IAW standard refrigeration practices, etc.

III. Conditions

- A. This warranty is only valid in the United States of America, its territories and Canada.
- B. Carrier TAC neither assumes nor authorizes any person to assume for it, any obligation or warranty other than that stated within.

- C. Carrier TAC reserves the right to make changes in design or improvements of its products or parts thereof, without obligation to make or install such changes or improvements on existing units or upon products covered in this warranty.
- D. Remedies available to the owner for breach of the Carrier TAC Factory Warranty are expressly limited to an action to recover the cost of repairs or replacements due hereunder, and Carrier TAC's liability for incidental and consequential damages arising from breach of this warranty is hereby excluded to the full extent permitted by applicable law. No action or proceeding arising out of, for breach or, or in any manner relating to this warranty may be brought by anyone after six months of notification to Carrier TAC of in-warranty failure.
- E. Repair or replacement of any parts of the product under this warranty shall not extend this warranty with respect to such repaired or replaced parts or parts beyond the original warranty period.
- F. Carrier TAC does not warrant the workmanship of the installer and will not bear any cost due to faulty or incorrect installation or shipping damage.
- G. Carrier TAC will not be liable for loss of time, labor, towing, equipment rental or other expenses while products are out of service.
- H. Carrier TAC shall credit authorized dealers only for labor for replacement or repair of defective parts discovered during the warranty period, when the equipment is properly installed, serviced and operated under normal conditions according to Carrier TAC's operations and service procedures.

The foregoing obligation is expressly given in lieu of any other warranties, expressed or implied, including any implied warranty of merchantability of fitness for particular purpose, which exceeds the responsibilities expressly set forth herein. No action or proceeding arising out of, for breach of, or in any manner relating to the warranty and limitation may be brought by anyone after six months from notification to Carrier TAC of in-warranty failure.

Limitation of Liability

Carrier TAC and its affiliates shall not be liable in contract or tort for any special, incidental, or consequential damages or losses of a commercial nature, including but not limited to injuries or damage caused to vehicles or content, arising out of a malfunctioning product or its parts or components thereof, or as a result of defects in material or workmanship. The owner's sole and exclusive liability shall be limited to the repair or replacement of parts or components contained in the products sold hereunder which is under normal use and service malfunction as a result of defects in material or workmanship, subject to the provisions and limitations stated above

Definition of Terms

TAC Unit Assembly – Complete condenser or evaporator unit, rear mount unit or rooftop unit.

TAC Dealer - Certified Carrier location.

Auxiliary Engine - Engine used in carrier auxiliary power units.

Standard Refrigeration Practices – Replacement of filter drier when system is opened.

OEM - Original equipment manufacturer.

Warranty Registration Card – Card or computer generated form, showing registration of serial numbered units installed in the system.

