

MANUFACTURER'S WARRANTY-BUS

Mobile Climate Control 24-Months /Unlimited Mileage- Factory Limited Warranty

Mobile Climate Control Corp., hereafter referred to as "MCC", 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. MCC agrees to repair or replace with a new or repaired part, any individual part of a MCC unit assembly which, after inspection, has been proven to be defective within the warranty period stated. Replacement of the complete MCC unit assembly requires factory approval before work can begin. Replacement of a defective part within the warranty period will include labor for replacement at factory established rates, if performed by any authorized MCC Service and Warranty Center or MCC Dealer (herein referred to as "Service Center"). 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.

I.-CONDITIONS OF WARRANTY

Handling of Warranty Claims:

A. Should a failure occur to a MCC component under warranty, return the vehicle to the OEM, installer, Dealer or Service Center from whom the air conditioner was purchased. Present a copy of your warranty registration acknowledgement. The Service Center 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 Service Center, loss of time and/or revenue by the customer or cost of alternate transportation.

B. If it is not possible to return to the OEM, installer, Dealer or original service center, take the vehicle to any convenient service center. To locate an authorized Service Center log on to: www.mcc-hvac.com. Should you be unable to locate an authorized Service Center contact the factory @ (1-800)673-2431 and you will be assisted.

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

A. Any part or parts of products becoming defective as a result of negligence, lack of preventative maintenance, accident or other casualty.

B. Owner's failure to provide nominal maintenance such as: the proper tightening of compressor drive belts, added amounts of refrigerant due to natural permeation, fittings and component mounting hardware tensioning, cleaning coils, replacement of filter drier in accordance with standard refrigeration practices; improper voltage or loose electrical connectors; and maintaining proper refrigerant and refrigerant oil levels.

C. Improper installation, repairs or alterations not approved by authorized MCC personnel.

D. Operation in any manner contrary to MCC's operation and service procedures.

E. Any parts or products which have been modified outside of MCC's factory unless specific written authorization for such modification has been issued by MCC engineering personnel.

F. Defects caused by any repair facility during system maintenance or repair to include system contamination, loose fittings or wiring, torn or crimped O-rings, etc.

G. Consumable or expendable items including but not limited to: filters, belts, lubricants, motor brushes, receiver/filter driers replaced in accordance with standard refrigeration practices, etc.

III. CONDITIONS:

A. This warranty is only valid in the United States of America, its legal territories and Canada.

B. Mobile Climate Control neither assumes nor authorizes any person to assume for it, any obligation or warranty other than that stated within.

C. Mobile Climate Control 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 MCC Manufacturer's Warranty are expressly limited to an action to recover the cost of repairs or replacements due hereunder, and MCC'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 MCC 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. MCC does not warrant the workmanship of the installer; unless performed directly by our own MCC personnel, and will not bear any cost due to faulty or incorrect installation or shipping damage.

G. MCC will not be liable for loss of time or revenue, labor, towing, equipment rental or other expenses while products are out of service.

H. MCC shall credit authorized Service Centers 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 MCC'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 or 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 MCC of inwarranty failure.

Limitation of Liability:

MCC and its affiliates SHALL NOT BE LIABLE IN CONTRACT OR TORT FOR ANY SPECIAL, INCIDENTIAL, 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 OWNERS 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.

<u>Definition of Terms:</u>

<u>MCC Unit Assembly</u> – Complete condenser or evaporator unit, rear mount unit or rooftop unit.

MCC Service and Warranty Center or MCC Dealer – Certified MCC Service and Warranty or Warranty location.

<u>Standard Refrigeration Practices</u> – Replacement of filter drier when system is opened in accordance with SAE, IMACA, and ARI best practices.

OEM – Original Equipment Manufacturer.

<u>Warranty Registration Process</u> – Computer generated form showing registration of serial numbered unit assemblies installed in the system.

