

**Thermo King Standard Warranty Terms & Conditions
Vehicle Powered Truck Refrigeration Units for Single and
Multi-Compartment Trucks and Vans**

TK 61654-18-WA (Rev. 0, 10-18)

HERMO KING STANDARD WARRANTY TERMS & CONDITIONS

Your Complete Thermo King Vehicle Powered Truck unit is covered by Warranty for 24 months from the Date in Service, to the conditions stated below.

Should you require warranty service or repair during the warranty period, simply present your copy of the Service Record Sheet (Found on the EMEA User Manual Website for Download - www.emea-user-manuals.thermoking.com/) at any of the dealer locations shown in the Thermo King Service Directory. They will be happy to help you in accordance with the summary below.

INGERSOLL RAND INTERNATIONAL LTD. (“Thermo King”) 24 MONTH* LIMITED WARRANTY : Direct Drive

Note: Full terms of the Thermo King Limited Warranty are available from your Thermo King dealer.

1. Subject to the conditions hereinafter stated, Thermo King Limited (“Thermo King”) warrants its complete unit to be free from defects in material and workmanship for a period of twenty four (24) months from the date in service or thirty (30) months from the date the unit is shipped by Thermo King, whichever is earlier or, 3,000 total hours (combined Over the Road / Electric operation), with a limit of 1,000 hours on Electric Standby operation.
2. Before the end of the twelfth month of warranty coverage, the unit must be presented at the buyers expense at an authorised Thermo King dealer or service provider for an inspection. The inspection will verify that the unit has been correctly maintained (see paragraph 4) and any upgrades or repairs deemed necessary will be carried out. Subject to a satisfactory inspection, the second twelve months warranty cover will be authorised.
3. In any event, Thermo King’s sole obligation under this warranty is limited to repairing or replacing, at its option, the defective Products.
4. The provisions of this Limited Warranty do not apply to Products: (A) used for purposes for which they are not designed or intended; (B) which have been repaired or altered without Thermo King’s prior written consent; (C) which have been subjected to misuse, abuse, negligence or accident; (D) which have been improperly stored, installed, maintained or operated; (E) which have been used in violation of written instructions provided by Thermo King to Dealer; (F) which have been subjected to improper temperature, humidity or other environmental conditions; (G) which have been affected by normal wear and tear, erosion and/or corrosion; or (H) which do not disclose non-conformance to the warranty, at Thermo King’s sole discretion.
5. This Limited Warranty shall be transferable if the customer notifies an authorised Thermo King dealer in writing and in advance of a Product being transferred or sold to a new owner. This Limited Warranty shall cover parts and labour only. This Limited Warranty does not cover overtime, travel, travel-related costs, costs of vehicle replacement or costs related to vehicle hire.
6. All maintenance, service and repair work must be completed by an authorised Thermo King dealer, and only genuine Thermo King spare parts shall be used in such work. Dealer must have warranty repair work carried out by an approved mechanic in dealer’s workshops. Failure to comply strictly with these requirements shall invalidate this Limited Warranty.
7. The Limited Warranty provided herein also does not include consumable or maintenance items, including, but not limited to, oils, greases, lubricants, fuses and all parts not supplied by Thermo King. Any warranty repair carried out by Thermo King or any authorised Thermo King dealer shall not extend the term of the Limited Warranty.

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8. This Limited Warranty does not apply to failures occurring as a result of failure to follow the recommended operating practices and the service and maintenance procedures as provided for in this manual.

NOTE: If the drive kit causes damage to the road compressor, the compressor failure is not covered.

9. This Limited Warranty is invalid if the owner and / or operator does not strictly adhere to the preventative maintenance schedule as advised by Thermo King.

10. Thermo King reserves the right to audit any claims and, if found to be invalid, to charge back the amount credited.

11. This Limited Warranty does not apply to unique or specially-manufactured Products, and/or Products which are manufactured outside the scope of the standard Product specifications. This Limited Warranty only applies to Products which are manufactured with standard Product specifications.

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 THE COURSE OF DEALING OR CUSTOM 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.

NOTE: Warranty term and times are subject to change. The specific warranty which applies to your unit can be checked by your Thermo King dealer.