

# **Thermo King Standard Warranty Terms & Conditions Self Powered Truck Refrigeration Units for Single and Multi-compartment Trucks**

TK 61598-2-OP (Rev. 0, 03-18)

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## T-SERIES

Your Complete Thermo King T-Series unit is covered by Warranty for 24 months from the Date in Service, to the conditions stated below. Should you require warranty service during the warranty period, simply present your copy of the Service Record Sheet (found at the back of this Manual) to any of the dealer locations shown in the Thermo King Service Directory. They will be happy to help you in accordance with the conditions stated below

### INGERSOLL RAND International Ltd. 24 MONTH\* LIMITED WARRANTY : T-Series

1. Subject to the conditions hereinafter stated, INGERSOLL RAND International Ltd. (“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.
  - Clutch’s are covered for a maximum of 24 months or 4000 diesel run hours, whichever is sooner.
  - Belts are covered for a maximum of 24 months or 4000 diesel & electric run hours, whichever is sooner.
  - In T-5xxR - Engine oil is covered for a maximum of 12 months or 1000 diesel run hours, whichever is sooner.
2. Such warranty extends only to the original owner of the unit and is limited at Thermo King’s discretion to repair or replace with new or re-manufactured parts at any authorised Thermo King service location of any parts which are found by Thermo King to have been defective under normal use and service within the specified warranty period. Repair or replacement shall be buyers 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.
3. Any part of a unit which is repaired or supplied as a replacement under Thermo King’s Warranty will be installed without charge to buyer for labour or parts. Any part which is replaced shall become the property of Thermo King. Such warranty services must be performed by an authorised Thermo King service location and will not include call-out charges, overtime, mileage, telephone calls or telegrams, or cost of transportation and/or relocation of equipment or service personnel.
4. Thermo King’s warranty does not cover any installation, adjustments, loose parts or damage. Thermo King’s warranty also does not include consumable or maintenance items, such as, but not limited to, engine oil, lubricants, fuses, filters and filter elements, glow plugs, cleaning materials, light bulbs, refrigerant gases, dryers and non-Thermo King supplied batteries
5. In order for the warranty to apply to the mechanical and electrical portions of a refrigeration system using remote evaporators, the unit interconnecting pipe work and wiring must be installed by an authorised Thermo King Dealer or Service Provider.

6. 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 judgement, to affect any integrity, (ii) has been subject to misuse, negligent handling or accident, or (iii) has been operated contrary to Thermo King's printed Instructions. Thermo King or any authorised Thermo Service location shall have the right to require that the 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 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.

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## UT-SERIES

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### INGERSOLL RAND International Ltd. 24 MONTH\* LIMITED WARRANTY: UT-Series

1. Subject to the conditions hereinafter stated, INGERSOLL RAND International Ltd. (“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.
  - Clutches are covered for a maximum of 24 months or 4000 diesel run hours, whichever is sooner.
  - Belts are covered for a maximum of 24 months or 4000 diesel & electric run hours, whichever is sooner.
2. Such warranty extends only to the original owner of the unit and is limited at Thermo King’s discretion to repair or replace with new or remanufactured parts at any authorised Thermo King service location of any parts which are found by Thermo King to have been defective under normal use and service within the specified warranty period. Repair or replacement shall be buyers exclusive remedy, and correction of defects in the above manner shall constitute complete fulfillment 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.
3. Any part of a unit which is repaired or supplied as a replacement under Thermo King’s Warranty will be installed without charge to buyer for labour or parts. Any part which is replaced shall become the property of Thermo King. Such warranty services must be performed by an authorised Thermo King service location and will not include call-out charges, overtime, mileage, telephone calls or telegrams, or cost of transportation and/or relocation of equipment or service personnel.
4. Thermo King’s warranty does not cover any installation, adjustments, loose parts or damage. Thermo King’s warranty also does not include consumable or maintenance items, such as, but not limited to, engine oil, lubricants, fuses, filters and filter elements, glow plugs, cleaning materials, light bulbs, refrigerant gases, dryers and non-Thermo King supplied batteries
5. In order for the warranty to apply to the mechanical and electrical portions of a refrigeration system using remote evaporators, the unit interconnecting pipe work and wiring must be installed by an authorised Thermo King Dealer or Service Provider.
6. 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 judgement, to affect any integrity, (ii) has been subject to misuse, negligent handling or accident, or (iii) has been operated contrary to Thermo King’s printed Instructions. Thermo King or any authorised Thermo Service location shall have the right to require that the buyer provide maintenance records to show that a unit has been properly maintained.

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