

Carrier Transicold Pte. Ltd. Carrier Transicold Division Carrier Corporation

## GENERATOR SETS MODELS UG & RG PREMIUM WARRANTY

## FIVE YEAR WARRANTY (LABOR AND MATERIAL)

Within five years after the date of shipment from the manufacturer's plant or sixty three months from the manufactured date, whichever comes first, Carrier Transicold Division, Carrier Corporation ("Carrier Transicold") through designated Container Service Centers will, at Carrier Transicold's option, repair or replace, with a new or remanufactured part, any parts or components of the products identified above which UNDER NORMAL USE AND SERVICE malfunction as a result of defects in material or workmanship. Contact Carrier Transicold for a current list of Container Service Centers designated to administer warranty. See 62-02489 – Warranty Administration Policy and Procedures manual for full details

In the event warranty repairs are not performed by a designated container service center, such warranty repair claims will be administered through Carrier Transicold's Syracuse Warranty Department. Claimant will be reimbursed labor expense at the rate of thirty-six (36) U.S. dollars per hour times the allowable time for the applicable repair, as indicated in Carrier Transicold's Warranty Labor Allowance Schedule, or for the actual labor expense, whichever is less. Labor expense reimbursement is for work performed at a repair facility during normal working hours only. Parts will be reimbursed at Carrier Transicold's current list price, less the applicable discount from the parts depot in the local geographic area, plus 5% for handling. If requested by claimant, replacement parts will be shipped to claimant F.A.S. (INCOTERMS 2010) Continental U.S.A. port by surface shipment or F.A.S. (INCOTERMS 2010) nearest port of embarkation from Carrier Transicold parts depots outside Continental U.S.A.

This warranty does not include consumable or maintenance items. Consumable and maintenance items include, but are not necessarily restricted to the following: engine oil, grease, lubricants, fuel, filters and filter elements, injector nozzles, glow plugs, cleaning materials, belts, fuses, light bulbs, refrigerant gases, oils, driers, shock mounts and batteries (batteries are warranted by the battery manufacturer). In the event warranty repairs are affected outside the boundaries of the United States of America, Carrier Transicold is not responsible for any duties, taxes or associated charges as may be applicable in accordance with the regulations of the country where such warranty repair is performed.

**MANUFACTURER'S WARRANTY** 

This warranty does not apply to any equipment which in Carrier Transicold's sole judgement has been subject to misuse, negligence in handling or accident, operated contrary to manufacturer's printed instructions or has been so repaired or altered as to adversely affect its operational integrity.

THE FOREGOING WARRANTIES ARE EXPRESSLY GIVEN IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED.

## LIMITATION OF LIABILITY

Carrier Transicold and its affiliates SHALL NOT BE LIABLE FOR ANY SPECIAL. INCIDENTAL. CONSEQUENTIAL OR PUNITIVE DAMAGES. THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND CARRIER TRANSICOLD'S AND ITS AFFILIATES SOLE AND EXCLUSIVE LIABILITY, WHETHER FOUNDED IN STATUTE, CONTRACT, TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE REPAIR **OR REPLACEMENT OF PARTS OR COMPONENTS** IDENTIFIED ABOVE SUBJECT то THE LIMITATIONS HEREIN.

