

MANUFACTURER'S WARRANTY



Carrier Transicold Pte. Ltd.
Carrier Transicold Division
Carrier Corporation

MODEL 69NT CONTAINER REFRIGERATION UNITS PREMIUM WARRANTY

FIVE-YEAR WARRANTY (LABOR AND MATERIAL)

Within five years from the date of original installation or sixty-six months after the date of shipment from the manufacturer's plant, 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.

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: grease and lubricants, filters and filter elements, cleaning materials, fuses, light bulbs, refrigerant gases, oils, driers and batteries (batteries are warranted by the battery manufacturer).

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 warranty repair is performed.

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 TO THE LIMITATIONS HEREIN.**