



THERMO KING CORPORATION'S CONTAINER UNIT WARRANTY for MAGNUM Plus

Subject to the conditions hereinafter stated, Seller warrants the Units to be free from defects in material and workmanship for a period of sixty (60) months from the date of installation, or sixty-three (63) months from the date of sale by Seller, whichever is earlier. Such warranty is limited at Seller's option to repair or replacement with new or remanufactured parts at any authorized Thermo King dealer or service affiliate of any part or parts which are found by Seller to have been defective under normal use and service within the specified warranty period. This warranty shall only cover labor and parts. Such repair or replacement shall be Purchaser's exclusive remedy and correction of defects in the above manner shall constitute complete fulfillment of all obligations and liabilities of Seller with respect to the Units sold hereunder, whether based in contract, in tort (including negligence and/or strict liability), or otherwise.

Any part of a Unit which is repaired or furnished as a replacement under the terms of Seller's Warranty will be installed by any authorized Thermo King dealer or service affiliate without charge to Purchaser for labor or parts. Any part which is replaced shall become the property of Seller. Such warranty services must be performed by an authorized Thermo King dealer or service affiliate and will not include overtime, mileage, telephone calls or telegrams, or cost of transportation and/or relocation of equipment or service personnel. Seller shall not be liable for any duties, taxes or associated charges which may be imposed by the laws or regulations of any country where a warranty repair is performed

Seller's warranty does not include consumable or maintenance items, such as, but not limited to, lubricants, fuses, filters and filter elements, cleaning materials, light bulbs, refrigerant gases, dryers and batteries.

Seller's warranty shall not apply to any Unit which (i) has been so installed, maintained, repaired or altered as, in Seller's judgement, to affect its integrity, (ii) has been subjected to misuse, negligent handling or accident, or (iii) has been operated contrary to Seller's printed instructions.

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 COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE, EXCEPT OF TITLE AND AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

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.