

# **Trans/Air Manufacturing Corporation**

## **Limited Warranty**

Subject to the conditions and limitations set forth below, for a period of two (2) years (with unlimited mileage) starting at the date of delivery to the End User and with proper registration documentation, Trans/Air Manufacturing Corporation (Trans/Air) warrants to the original owner, if still the user, that each manufactured system/component will be free from defects in factory workmanship and materials when used and maintained in accordance with the recommended procedures. Trans/Air will furnish new or remanufactured replacement parts and cover the cost of repair labor for two years following delivery in accordance with the current Trans/Air flat rate labor schedule when performed at an authorized Trans/Air Service Center. This is the End User's sole and exclusive remedy.

THIS IS TRANS/AIR'S SOLE WARRANTY AND IT IS FURNISHED IN LIEU OF ANY AND ALL OTHER WARRANTIES. TRANS/AIR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR PARTICULAR PURPOSE IS MADE BY TRANS/AIR.

### **Conditions and Limitations**

- 1) In order for a two (2) year system warranty to apply, the customer must purchase the evaporator(s), condenser(s), compressor(s), piping kits, electrical kits, mount kits and refrigeration hose from Trans/Air. If the full system is not purchased from Trans/Air, the two (2) year warranty applies to Trans/Air supplied evaporators and condensers only. All compressors, piping kits, and electrical kits purchased outside of a full system, will be considered a service part and will carry a 180 day warranty. All mount kits purchased outside of a full system, and used on a Trans/Air system, will be considered a service part and will carry a 180 day warranty. All mount kits purchased outside of a full system, and used on a system other than Trans/Air, will carry no warranty. All other components supplied by Trans/Air are covered by standard parts warranty (see #4 below). Extended warranty coverage may be purchased from Trans/Air at the time of purchase of the unit or system. Correction of a failure under this warranty does not extend the warranty beyond the standard two (2) year warranty period.
- 2) All auxiliary power pack engines are warranted by the engine manufacturer, only and not by Trans/Air. Trans/Air components assembled on auxiliary power packs are warranted for two (2) years or 1000 hours, whichever comes first.
- 3) Demonstration systems will be covered for the full original warranty period if delivered to an End User within 180 days after the installation date and the vehicle has not exceeded 6,000 miles at the time of delivery to the End User. If the vehicle does not meet these criteria the full warranty period may be obtained if the system passes Trans/Air's specific warranty inspection performed, at dealer's expense, at an authorized Trans/Air Service Center. Written proof that the system has passed inspection must be received by Trans/Air to complete warranty registration.
- 4) Service parts are warranted for a 180 day period from the date of sale or until the expiration of the original equipment warranty, whichever is later. (Compressors are warranted for 1 year) If required, parts covered by warranty must be returned to Trans/Air's factory in Dallastown, PA, by specified carrier freight prepaid, within standard Return Goods Authorization procedures, for evaluation, in order for Trans/Air to authorize any warranty claim.
- 5) Trans/Air will be responsible for the costs of repairs or replacement covered by warranty only if performed at an authorized Trans/Air Service Center. The Service Center is responsible for effecting repairs or replacement during the warranty period in accordance with current Trans/Air warranty procedures. A customer requesting service at a location other than an approved Service Center, or one requesting overtime, shall be responsible for all additional warranty repair expenses in excess of the flat rate allowed. Trans/Air is not responsible for towing charges.

- 6) If the customer has not properly registered the Trans/Air system, the Service Center is not authorized to render warranty services without charge. All information on the warranty registration form must be completed in its entirety and returned to Trans/Air to activate the warranty.
- 7) Trans/Air does not warrant the installation of Trans/Air products unless installed by Trans/Air or an authorized Trans/Air Turnkey installation facility. In the cases of installation related failures, which are not covered by warranty Trans/Air specifically is not responsible for failures attributable to inadequate provision by the installer of structural support or inadequate provision of electrical requirements.
- 8) This warranty does not apply in cases of a failure of Trans/Air product which is attributable to improper evacuation procedures, or the introduction of non-approved refrigerant oil, additives, or other contaminants into the system.
- 9) This warranty does not apply in cases of failure of Trans/Air product, which is attributable to failure of the end user to perform or provide preventative maintenance in accordance with Trans/Air's guidelines. Examples include, but are not limited to, failure to properly maintain belt tension, clean condenser coils, replace evaporator filters, maintain electrical systems to provide proper voltage to components, or check and tighten hardware or fittings, which may have loosened due to vibration. (See Trans/Air Preventive Maintenance Schedule)
- 10) This warranty does not apply to failure of Trans/Air product due to normal wear. Examples included but are not limited to, return air filters, refrigerant filters, power pack air filters, power pack fuel filters, power pack coolant hoses, any belts, lubricants, transit compressor oil collection rings, condenser and evaporator motor brushes, etc., all of which are considered to be expendable items.
- 11) This warranty does not apply to loss of refrigerant or any damage caused by loss of refrigerant unless directly attributable to the failure of a Trans/Air product which, at the time of the failure, was under warranty.
- 12) Trans/Air reserves the right to make changes in design or improvements to its products or parts thereof, without obligation to make or install of such changes or improvements on existing units or upon products covered by this warranty.
- 13) If Trans/Air makes a product improvement program available to the End User, Trans/Air reserves the right to limit the duration of the programs unless it is safety related. Expenses incurred in completing said product improvements after the closing date of the program are the responsibility of the End User.
- 14) Trans/Air's warranty shall not apply in the case of damage incurred during shipment, accidental damage, abuse, misuse, act of nature, or if the serial number is missing, or to any product which, in the sole opinion of Trans/Air, has been installed, altered or repaired in a manner affecting the efficiency or performance of the unit or inconsistent with Trans/Air's written procedures.
- 15) This warranty applies only within the boundaries of the whole United States, its territories, and Canada. For other available coverage that may be purchased, contact Trans/Air.

TRANS/AIR'S LIABILITY TO THE PURCHASER FOR DAMAGES FROM ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM (S) OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE, SHALL BE LIMITED TO THE VALUE OF REPAIRS TO OR REPLACEMENT OF THE DEFECTIVE COMPONENTS DURING THE WARRANTY PERIOD, AS THE EXCLUSIVE REMEDY, AND STRAIGHT TIME LABOR CHARGES AS OUTLINED IN ITS CURRENT WARRANTY PROCEDURE MANUAL AND FLATE RATE LABOR SCHEDULE. IN NO EVENT SHALL TRANS/AIR BE LIABLE WHATSOEVER FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS OR OTHER COMMERCIAL LOSSES FROM ANY CAUSE WHATSOEVER, WHETHER OR NOT TRANS/AIR HAS RECEIVED NOTICE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES OR LOSSES. TRANS/AIR WILL NOT BE LIABLE FOR ANY LOSS OCCURRING BECAUSE THE EQUIPMENT IS OUT OF SERVICE. NO ACTION OR PROCEEDING ARISING OUT OF, FOR BREACH OF, OR IN ANY MANNER RELATING TO THIS WARRANTY MAY BE BROUGHT BY ANYONE AFTER SIX (6) MONTHS FROM NOTIFICATION TO TRANS/AIR OF AN IN-WARRANTY FAILURE.