



THERMO KING

Thermo King Ireland LTD. 24 Month Limited Warranty Direct Drive

Thermo King warrants that Products will be free from defect in material and workmanship for the first to occur of the following: a period of twenty-four (24) months from the date the Product is placed in service or thirty (30) months from the date the Product is invoiced by Thermo King, whichever occurs first; or, 3,000 total hours (combined Over the Road / Electric operation), with a limit of 1,000 hours on Electric Standby operation. In any event, Thermo King's sole obligation under this warranty is limited to repairing or replacing, at its option, the defective Products.



The provisions of this Limited Warranty do not apply to Products: (A) used for purposes for which they are not designed or intended; (B) which have been repaired or altered without Thermo King's prior written consent; (C) which have been subjected to misuse, abuse, negligence or accident; (D) which have been improperly stored, installed, maintained or operated; (E) which have been used in violation of written instructions provided by Thermo King to Dealer; (F) which have been subjected to improper temperature, humidity or other environmental conditions; (G) which have been affected by normal wear and tear, erosion and/or corrosion; or (H) which do not disclose non-conformance to the warranty, at Thermo King's sole discretion.

This Limited Warranty shall be transferable if the Dealer's customer notifies an authorized Thermo King dealer in writing and in advance of a Product being transferred or sold to a new owner. The approved Thermo King Service location will update the customer records on Thermo King's Tavant system by filing an ETR ("Equipment Transfer Report").

This Limited Warranty shall cover parts and labour only. This Limited Warranty does not cover overtime, travel, travel-related costs, costs of vehicle replacement or costs related to vehicle hire.

All maintenance, service and repair work must be completed by an authorized Thermo King dealer, and only genuine Thermo King spare parts shall be used in such work. Dealer must have warranty repair work carried out by an approved Certi-Tech mechanic in dealer's workshops. Failure to comply strictly with these requirements shall invalidate this Limited Warranty.

The Limited Warranty provided herein also does not include consumable or maintenance items, including, but not limited to, oils, greases, lubricants, fuses and all parts not supplied by Thermo King. Any warranty repair carried out by Thermo King or any authorized Thermo King dealer shall not extend the term of the Limited Warranty.

THERMO KING SHALL HAVE NO LIABILITY IN, This Limited Warranty does not apply to failures occurring as a result of failure to follow the recommended operating practices and the service and maintenance procedures as provided for in the Product's operating and maintenance publications.

Please note that if the drive kit causes damage to the road compressor, the compressor failure is not covered. Fans, compressors and clutches are limited to 12 months of warranty coverage on the C/Ce Series units. This Limited Warranty is invalid if the owner and / or operator does not strictly adhere to the preventative maintenance schedule as advised by Thermo King. Thermo King may issue Product bulletins from time to time with details of the mandatory preventative maintenance requirements.

Thermo King reserves the right to audit any claims and, if found to be invalid, to charge back the amount credited.

This Limited Warranty does not apply to unique or specially-manufactured Products, and/or Products which are manufactured outside the scope of the standard Product specifications. This Limited Warranty only applies to Products which are manufactured with standard Product specifications.

THE DEALER'S EXCLUSIVE AND SOLE REMEDY ON ACCOUNT OF, OR IN RESPECT OF, THE FURNISHING OF PRODUCTS THAT DO NOT CONFORM TO THIS LIMITED WARRANTY WILL BE TO SECURE REPAIR OR REPLACEMENT OF THE PRODUCTS, AT THERMO KING'S OPTION. IN NO EVENT WILL THERMO KING'S MAXIMUM LIABILITY EXCEED THE SELLING PRICE FOR THE PRODUCTS, PLUS THE AGREED LABOUR TIME AND RATES FOR REPLACEMENT OR REPAIR OF THE COMPONENT(S) (AS PER DEALER RATE).

NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL WARRANTIES WHICH MAY ARISE FROM DEALINGS OR CUSTOMER USAGE OF TRADE.

IN NO EVENT WILL THERMO KING BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE PRODUCTS, SERVICE INTERRUPTION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION OR CLAIMS OF DEALER'S CUSTOMERS OR ANY THIRD PARTY, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS LIMITED WARRANTY BY THERMO KING MAY BE BROUGHT BY DEALER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

Thermo King Transportkoeling B.V.
Driemanssteeweg 60
3084 CB Rotterdam
T. 010 – 21 00 666
F. 010 – 21 00 777
E. info@thermoking.nl
I. www.thermoking.nl