



MANUFACTURER'S WARRANTY & LIMITATION OF LIABILITY

Carrier Transicold Division
Carrier Corporation
Syracuse, New York 13221

COMMERCIAL MARINE PRODUCTS

ONE YEAR WARRANTY (MATERIAL)

Carrier Transicold Division will repair or replace FOB Syracuse, New York, any parts or components for the products furnished which, **UNDER NORMAL USE AND SERVICE**, malfunction as a result of defects in material or workmanship within 12 months after start-up or 18 months after shipment from the manufacturer's plant (whichever comes first). Carrier Transicold shall not be responsible for labor charges, for removal or reinstallation of parts or components, charges for transportation, handling, and shipping of material that failed in service, or refrigerant losses.

In the event warranty repairs are effected 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.

This warranty does not apply to any equipment which has not been commissioned by a Carrier Transicold authorized representative or which, in Carrier Transicold's sole judgment, 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. Negligence and/or misuse includes but is not limited to (1) corrosion or erosion of heat exchanger surfaces due to operation in waters polluted by chemicals or suspended solids, operating without building-up sufficient corrosion product films on sea water wetted surfaces, or at flow rates deemed excessive by Carrier Transicold, and (2) the operation of any equipment with refrigerants and/or lubricants not approved by Carrier Transicold.

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

LIMITATION OF LIABILITY

Carrier Transicold Division, Carrier Corporation, and their affiliates shall not be liable for any **SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES** or losses of a commercial nature arising out of a malfunctioning product or its parts or components, or as a result of defects in design, material, or workmanship. **THE OWNER'S SOLE AND EXCLUSIVE REMEDY AND CARRIER TRANSICOLD DIVISION'S SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF PARTS OR COMPONENTS CONTAINED IN THE PRODUCTS FURNISHED WHICH UNDER NORMAL USE AND SERVICE MALFUNCTION AS A RESULT OF DEFECTS IN MATERIAL OR WORKMANSHIP, SUBJECT TO THE APPLICABLE PROVISIONS AND LIMITATIONS STATED ABOVE.**