

## **Coldtainer USA Warranty 1 Year Limited Warranty**

1. Subject to Sections 7 and 8 below, Coldtainer USA warrants the Equipment for a period of twelve (12) months from the date the Equipment is installed for the end customer.
2. Any modification to the Equipment performed by Dealer or by its customer without prior written consent of Coldtainer USA will void any applicable warranty and exclude any warranty liability of Coldtainer USA with respect to such modified Equipment.
3. The warranty is limited to, at Coldtainer USA's option, repair or replacement with new or remanufactured parts of any parts which are found by Coldtainer USA to have been defective under normal use and service within the specified warranty period.
4. Warranty claims have to be addressed from Dealer to Coldtainer USA, in order to identify and analyze technical problem, verify possible solution and decide on applicability of warranty. In case of recognition of warranty, Coldtainer USA will inform about the selected remedy and will act consequently.
5. Repair or replacement shall be the customer's exclusive remedy and correction of defects in the above manner shall constitute complete fulfillment of all obligations and liabilities of Coldtainer USA with respect of the Equipment sold, whether based in contract, in tort (including negligence and/or strict liability), or otherwise.
6. In case of warranty recognition Coldtainer USA shall supply replacement units or parts free of charge to the Dealer and may require return of defective parts. Coldtainer USA will also recognize a reimbursement for reasonable, direct and out-of-pocket labor costs needed to replace defective parts. Coldtainer USA's warranty does not cover freight costs for transport of claimed units or parts from customers to Dealer and from Dealer to customer and any installation and or adjustments costs, loose parts or damages.
7. In order to receive this warranty, the Dealer must register the Equipment with the Manufacturer.
8. Notwithstanding anything in this Warranty or the Agreement to the contrary, if the Dealer has had the Equipment in inventory for more than 18 months, the Dealer must pay a warranty extension fee at Company's current rates to extend this Limited Warranty.