

## Limited Warranty for Coldtainer 12V temperature controlled transport containers

1. Subject to the conditions hereinafter stated, Euroengel Srl, Brescia, Italy (Euroengel) warrants its complete Coldtainer 12V temperature controlled transport containers, when properly installed and placed under normal service and use, to be free from defects in material and workmanship for a period of twenty-four (24) months from the date in service or twenty-seven (27) months from the date the unit is shipped by Euroengel, whichever is earlier.
2. Such a warranty is limited at Euroengel's option to repair or replacement with new or remanufactured parts of any parts which are found by Euroengel to have been defective under normal use and service within the specified warranty period. Repair or replacement shall be Buyer's exclusive remedy and correction of defects in the above manner shall constitute complete fulfilment of all obligations and liabilities of Manufacturer's with respect of the unit sold, whether based in contract, in tort (including negligence and/or strict liability), or otherwise.
3. This warranty does not apply to units or parts that have been subjected to modification, misuse, improper installation, abnormal service, storage of hazardous chemicals, use of corrosive substances, transit damage, recharging of cooling system, accident, fire, improper repair, tampering or abuse. Euroengel shall not be responsible for any damages of any kind resulting from incorrect voltages or faults with regards to power supply which falls outside of the appliance operating parameters.
4. Warranty claims have to be addressed by the professional user to the dealer from whom he purchased the Coldtainer unit and from the dealer to Euroengel, in order to identify and analyze technical problem, verify possible solution and decide on applicability of warranty. In case of recognition of warranty, Euroengel will inform the dealer about the selected remedy according to article 2, and will act consequently.
5. In case of warranty recognition Euroengel will supply replacement units or parts free of charge to the Distributor. Euroengel will also recognize a reimbursement for labour costs needed to replace defective parts, according to its own Service Allowance Time Table. Manufacturer's warranty does not cover freight costs for transport of claimed units or parts from customers to Distributor and from Distributor to customer and any installation and or adjustments costs, loose parts or damages.
6. The Customer recognize that the above Limited Warranty offered by Manufacturer is expressly in lieu of all other warranties, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose, that are hereby by Manufacturer disclaimed and excluded.



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### **Limited Warranty for batteries included in the Coldtainer AuO versions**

The Limited Warranty period for the batteries included in the Coldtainer AuO versions is:

- 24 months from the date the Coldtainer AuO unit is shipped by Euroengel for the 12Vdc VRLA batteries
- 12 months from the date the Coldtainer AuO unit is shipped by Euroengel for the 24Vdc removable Li\_Ion batteries

Euroengel has no obligation under this Limited Warranty for batteries subjected to the following conditions (including but not limited to):

- damage caused during shipping or mishandling of the battery
- environmental damage such as inappropriate storage conditions, exposure to extreme hot or cold temperature, fire or freezing, or water damage, impact or collision
- damage due to improper operation or maintenance such as under- or over-charging the battery, cold temperature charging, lack of cleaning resulted in corroded terminal connections
- battery that has been opened, modified or tampered with

This Limited Warranty does not cover a battery that has reached its normal end of life due to usage that may occur prior to the Warranty Period. A battery can deliver only a fixed amount of energy over its life which will occur over different period of time depending on the application. Euroengel reserves the right to deny a warranty claim if the battery is determined, upon inspection, to be at its normal end of life even if within the Warranty period.

### **Limitation of liability**

i. In no event and under no circumstances shall Euroengel srl be responsible under his Limited Warranties for any other charge whatsoever, including but not limited to charges or claims for lost business, lost time, lost profits, loss of use, loss of transported goods, or any kind of incidental or consequential damages, however denominated or described.

ii. Manufacturer shall not be held responsible for any injuries to persons caused by the incorrect or negligent usage of the unit.

iii. No claims of any kind, whether as to materials delivered or for no-delivery of materials from Manufacturer shall be greater in amount than the purchase price of the products in respect of which such damages are claimed.