

ER 230 / ER-460 WARRANTY POLICY

ONE YEAR WARRANTY ON PARTS FROM DATE OF SALE

1. Thermo King™ parts are reimbursed at 10% over dealer cost.
2. Compressor is warranted through the closest Copeland™ dealer.
3. Grainger™ parts are warranted through the closest Grainger™ dealer.
4. R404A will be reimbursed at a predetermined rate.
5. Electric Reefer Solutions must be advised in advance of repairs that will be invoiced to them. Call 1-888-696-2230 and ask for Dan in the service dept.
6. For parts that fail and were not “new” when the unit was assembled, Electric Reefer Solutions may supply a “good used” part for the repair.

GENERAL WARRANTY

The Manufacturer generally warrants the goods to be free from defects in material and workmanship for a specified period from the date put in service. Such warranty is limited, at Manufacturer's option, to repair or replacement at any authorized Manufacturer's dealer of any part or parts that shall be determined to have failed within the specified period of warranty. Such repair or replacement shall be Buyer's exclusive remedy and correction of defects in the above manner shall constitute complete fulfillment of all obligations and liabilities of Manufacturer with respect to the goods sold, whether based in contract, in tort, or otherwise. MANUFACTURER'S EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

GENERAL TERMS OF SALE

SELLER SHALL NOT BE LIABLE, IN CONTRACT OR IN TORT, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INJURY OR DAMAGE CAUSED TO PERSONS, CONTAINERS, TRAILERS, CONTENTS OR PRODUCT CARGO BY REASON OF THE POSSESSION, USE, INSTALLATION, MODIFICATION, REPAIR, MAINTENANCE, OR MECHANICAL FAILURE OF ANY GOODS OR SERVICES.

Indemnification: Buyer agrees to indemnify and hold Seller, its agents, employees, successors and assigns harmless from and against any and all claims and causes of action brought against Seller and from any and all damages, losses, expenses, attorneys fees, costs and liabilities sustained by Seller arising out of Buyer's possession or use of the goods or Buyer's breach of the terms and conditions of this quotation. Risk of loss to the goods shall pass to Buyer upon delivery of the goods to Electric Reefer Solutions, regardless of whether freight charges are prepaid.

Patents: Buyer shall indemnify and hold Seller, its agents and employees, harmless from any claim or cause of action arising out of Seller's infringement of a patent, copyright, trademark, trade name, or other proprietary right, or claim of unfair trade or of unfair competition, in connection with Buyer's possession or use of the goods. Buyer also agrees not to infringe upon any patent rights of Manufacturer in connection with the goods and agrees not to contest Manufacturer's patent rights nor the scope of those rights.

Delay and Failure to Deliver: Buyer acknowledges that any specified delivery date is only a good faith estimate of the actual delivery date. Seller shall not be liable in any respect for failure to ship or for delay in shipment where the failure or delay is due in whole or in part to an act of God, fire, action or delay of a governmental entity, shortage or curtailment of material, labor, transportation or utility services, or to any labor or production difficulty in Seller's plant or those of its suppliers, or to any other cause beyond Seller's control. In the event of a delay, the delivery date shall be postponed for a length of time as may be reasonably necessary to compensate for the delay.

Buyer Acknowledgement of Hazards: Buyer acknowledges that the goods may contain CFC-12 or CFC-115, are manufactured with methyl chloroform, which are Hazardous Substances as defined under relevant federal and state environmental laws, and may destroy ozone in the upper atmosphere. Buyer agrees to indemnify and hold Seller and its agents, employees harmless from all claims and liabilities relating to the use or release of these Hazardous Substances.

Miscellaneous: Buyer shall not assign its rights or delegate its duties under this quotation without Seller's prior written consent. The contract evidenced by this quotation may be amended only in writing signed by Seller and Buyer. If any provision of this quotation is invalid or unenforceable, all other provisions of this quotation shall remain in full force and effect. The sale of goods and services in accordance with this quotation shall be governed in all respects by the laws of the State of Michigan. Seller and Buyer agree that any action arising out of the sale of goods or services in accordance with this quotation will be brought, heard and decided in Kent County, in the State of Michigan. The terms of this quotation shall inure to the benefit of and be binding on the successors and assigns of the parties. There are no other agreements, warranties, terms or conditions relating to the goods or services to be provided under this quotation.

LABOR IS COVERED FOR 30 DAYS FROM DATE OF SALE

1. Labor will be reimbursed at a predetermined rate.
2. TK DAC flat rates are to be used for labor billing.
3. Travel time is not covered.

SUMMARY

This is a reconditioned unit with a new compressor and new controls. Some outer body panels may not be new, but are repainted by a professional body shop. 3-way valve is rebuilt, coils are cleaned, and the frame is cleaned, painted, and treated for corrosion. The end user is to supply the a/c power connection to the control box (according to State and Local Code).

Grainger™ Warranty Process:

Bring defective part to the local Grainger™ dealer. Identify the part number. Please give Grainger™ dealer Electric Reefer Solutions's phone number (616-878-4900). Grainger™ dealer will confirm the history of sale and exchange the part at no charge for one year after the Electric Reefer Solutions's unit invoice date.