

MANUFACTURER'S WARRANTY

24-Months Factory Limited Warranty

Mobile Climate Control Sp. z o.o., hereafter referred to as "MCC", warrants that each product of its manufacture is free from defects in material or factory workmanship, for a period of (30) thirty months from delivery date, but shall not exceed 24 months after installation. MCC agrees replace with a new or repaired part, any individual part of a MCC unit assembly which, after inspection, has been proven and accepted by MCC to be defective within the warranty period stated.

CONDITIONS OF WARRANTY

I. HANDLING OF WARRANTY

A. Should a failure occur to a MCC component under warranty, present a copy of warranty claim report to Claims.EU@mcc-hvac.com with the following data: - MCC/Customer part number - date of production, - mileage/ working hrs - failure description (min. what, where is the problem, when the problem occurred, who detected problem, why is the problem, how the failure was detected and how many pieces) - failure occurrence conditions when applicable (e.g. pressure, temperature, geographical location, etc.) - vehicle production date and serial number - defective part pictures with MCC label.

B. Claim shall be issued to MCC no later than 24 hours after problem with MCC product has occurred.

Claim issued after 24 hours may lead to voiding warranty.

C. Customer returns the defective parts to MCC with MCC claim number for identification when requested from MCC.

If the replacement of the component or complete unit is required before claim liability is determined, customer shall issue regular purchase order with full product price to MCC.

D. It is customer responsibility to organize transportation for defective product and return this defective product to MCC on their own expense.

Returned product must be packed in such a way that will be safe for handling, will protect product from damage and have low impact on environment.

E. Defective product must be delivered to MCC in 30 days from issuance of the claims, unless otherwise agreed with MCC.

Not meeting this deadline will lead to claim rejection.

F. In case of disposal defective product at customer side, product need to be disposed according to local environmental requirement.

G. MCC analyses claim and in case of approval, MCC will request from customer to send invoice to MCC in order to issue credit for covering firstly accepted and agreed cost of the claim.

MCC is obliged to cover the cost of new part and shipping cost only, unless otherwise agreed with customer.

No self-deduction for the claim cost is allowed.

H. In case of not accepted claim, MCC reserve the rights to charge back the cost from the customer that MCC incurred (for example conducted analysis, shipping cost, replacement sent free of charge, conducted rework, repair service at customer side etc.).

I. Rejected parts will be stored at MCC. Without information from the customer about the return delivery, these items will be scrapped after max four weeks.

J. The Customer shall give MCC all support, if necessary, to determine the origin and the nature of the said defaults. The Customer shall in particular provide MCC with free access to its premises during the business days and within the business hours when applicable.

II. EXCLUSION FROM WARRANTY

THIS WARRANTY SHALL NOT APPLY TO:

A. Any part or parts of products becoming defective as a result of negligence, lack of preventative maintenance, accident, improper storage or transportation, interference with the product or other casualty.

B. Owner's failure to provide nominal maintenance such as: the proper tightening of compressor drive belts, added amounts of refrigerant due to natural permeation, fittings and component mounting hardware tensioning, cleaning coils, replacement of filter drier in accordance with standard refrigeration practices; improper voltage or loose electrical connectors; and maintaining proper refrigerant and refrigerant oil levels.

C. Improper installation, repairs or alterations not approved by authorized MCC personnel.

D. Changes of engine or engine settings that may cause different vibration or pressure level vs previous settings. Change of overall system that may cause a negative impact on function or longevity of MCC products. Any such changes must be approved by MCC.

E. Operation in any manner contrary to MCC's operation and service procedures.

F. Any parts or products which have been modified outside of MCC's factory unless specific written authorization for such modification has been issued by MCC engineering personnel.

G. Defects caused by any repair facility during system maintenance or repair to include system contamination, loose fittings or wiring, torn or crimped O-rings, etc.

H. Consumable or expendable items including but not limited to: filters, belts, lubricants, motor brushes, receiver/filter driers replaced in accordance with standard refrigeration practices, etc.

I. The materials, components or subsets delivered to MCC by a Mandated supplier, or supplied directly by the Customer.

III. CONDITIONS

A. This warranty is only valid for products manufactured and delivered from MCC Sp. z o.o.

B. MCC neither assumes nor authorizes any person to assume for it, any obligation or warranty other than that stated within.

C. MCC reserves the right to make changes in design or improvements of its products or parts thereof, without obligation to make or install such changes or improvements on existing units or upon products covered in this warranty.

D. Remedies available to the owner for breach of the MCC Manufacturer's Warranty are expressly limited to an action to recover the cost of repairs or replacements due hereunder, and MCC's liability for incidental and consequential damages arising from breach of this warranty is hereby excluded to the full extent permitted by applicable law. No action or proceeding arising out of, for breach or, or in any manner relating to this warranty may be brought by anyone after six months of notification to MCC of in-warranty failure.

E. Repair or replacement of any parts of the product under this warranty shall not extend this warranty with respect to such repaired or replaced parts or parts beyond the original warranty period.

F. MCC does not warrant the workmanship of the installer; unless performed directly by our own MCC personnel and will not bear any cost due to faulty or incorrect installation or shipping damage.

G. MCC will not be liable for loss of time or revenue, labour, towing, equipment rental or other expenses while products are out of service.

H. MCC will not be responsible for organizing or conducting any rework, repair service or disassembly defective product in the field or customer production unless otherwise agreed with MCC.

I. In the event the Customer decides to implement a recall campaign, the Customer shall give reasonable notice to MCC with adequate substantiation of its intention to make a claim for reimbursement of recall costs under the Warranty and the Customer shall also provide any other relevant details such as may be required by MCC representatives or insurance agents in pursuance of such claim.

J. Labour time and cost for replacement and/or installation of parts must be approved by MCC. The foregoing obligation is expressly given in lieu of any other warranties, expressed or implied, including any implied warranty of merchantability or fitness for particular purpose, which exceeds the responsibilities expressly set forth herein. No action or proceeding arising out of, for breach of, or in any manner relating to the warranty and limitation may be brought by anyone after six months from notification to MCC of in-warranty failure.

LIMITATION OF LIABILITY

MCC and its affiliates SHALL NOT BE LIABLE IN CONTRACT OR TORT FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES or losses of a commercial nature, including but not limited to injuries or damage caused to vehicles or content, arising out of a malfunctioning product or its parts or components thereof, or as a result of defects in material or workmanship.

THE OWNERS SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF PARTS OR COMPONENTS CONTAINED IN THE PRODUCTS SOLD HEREUNDER WHICH IS UNDER NORMAL USE AND SERVICE MALFUNCTION AS A RESULT OF DEFECTS IN MATERIAL OR WORKMANSHIP SUBJECT TO THE PROVISIONS AND LIMITATIONS STATED ABOVE.



Limited warranty is constructed and given under the laws of the Polish Civil Code and shall be governed in accordance with Polish law regulations. Any claims arising under this warranty, will be settled by the court proper for MCC Sp. z o.o.