

Manufacturer's Limited Warranty for Idle Free APU System



Warranty Coverage

Idle Free Systems, Inc. ("Manufacturer") warrants each Idle Free APU System ("System") against defects in material and workmanship under normal use and service conditions for a period of two (2) years commencing on the date of installation or ninety (90) days from the date Idle Free Systems, Inc. shipped the system, whichever date is earliest.

Within the limited warranty coverage period, all warranty repairs and services must be pre-approved and performed by an authorized Idle Free Systems, Inc. dealer.

Repair or replacement under the terms of this limited warranty does not provide a right to extension or renewal of the limited warranty coverage period.

This limited warranty extends to the original purchaser and subsequent owner for the first installation during the limited warranty coverage period.

Manufacturer's sole obligation under this limited warranty shall be limited to, at Manufacturer's option, (i) repairing or (ii) replacing, F.O.B. Factory, any System or System component(s), which Manufacturer determines, is defective under the terms of this limited warranty.

Warranty Exclusions

This limited warranty does not cover routine maintenance, and also does not cover System issues:

- a.) caused by unreasonable or unintended use of the System;
- b.) which occur after the expiration of the limited warranty coverage period defined above;
- c.) caused by improper installation;
- d.) caused by the System being maintained, altered, modified, opened or repaired, other than by an Idle Free Systems, Inc. authorized dealer/technician;
- e.) caused by misuse, abuse, accidents, neglect, absence of scheduled maintenance, acts of God, vandalism, flood, fire or any other occurrences beyond the control of Manufacturer;
- f.) related to any components or parts not supplied by Manufacturer which are attached to any part of the System or any damage done to the System as a result of parts not supplied by Manufacturer being attached to any part of the System; or

- g.) related to repair or replacement of batteries, which is governed by a separate warranty agreement.

How to Obtain Warranty Service

To qualify for the limited warranty, buyer must have registered the product with Manufacturer within thirty days of purchase.

To obtain warranty service, the buyer must notify an authorized Idle Free Systems, Inc. dealer of any defect, malfunction, or nonconformity promptly upon discovery. A list of authorized Idle Free Systems, Inc. dealers can be located on the www.phillipsandtemro.com website.

DISCLAIMER AND LIMITATIONS OF LIABILITY

THIS LIMITED WARRANTY IS IN LIEU OF, AND MANUFACTURER DISCLAIMS AND EXCLUDES, ALL OTHER EXPRESS WARRANTIES.

NO OTHER EXPRESS WARRANTY, WHETHER WRITTEN OR ORAL, GIVEN BY ANY PERSON OR ENTITY, INCLUDING A DEALER, RETAILER, WHOLESALER, OR DISTRIBUTOR, WITH RESPECT TO ANY PRODUCT, SHALL BIND MANUFACTURER. ANY AND ALL WARRANTIES OTHER THAN THIS ONE, OF WHATEVER NATURE, WHETHER EXPRESS OR IMPLIED, ARISING FROM OPERATION OF LAW, OR ARISING FROM TRADE USAGE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

THE PROVISIONS SET FORTH IN THIS LIMITED WARRANTY PROVIDE THE SOLE AND EXCLUSIVE REMEDY ARISING FROM THE SALE.

MANUFACTURER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE, ATTORNEYS' FEES, OR OTHER COSTS, AND IN NO EVENT SHALL THE LIABILITY OF THE MANUFACTURER EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

THIS WARRANTY GIVES THE BUYER SPECIFIC LEGAL RIGHTS. THE BUYER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.