TRANSTAR INDUSTRIES, INC. LIMITED WARRANTY FOR AIR CONDITIONING PRODUCTS

This Limited Warranty covers air conditioning parts, components, and systems sold by Transtar Industries, Inc. or its affiliates (collectively, "<u>Transtar</u>"), unless specifically excluded in this Limited Warranty (each, an "A/C Product").

Use of the A/C Product, or any part thereof, constitutes acceptance of all terms and conditions of this Limited Warranty. This Limited Warranty is made only to (a) the original purchaser who acquires the A/C Product directly from Transtar for its own use ("<u>Direct Customer</u>"); or (b) the end customer in whose vehicle the A/C Product is installed if the A/C Product was maintained in inventory by a vehicle repair company that originally purchased the A/C Product directly from Transtar ("<u>Shop Customer</u>"), as applicable. A Shop Customer or a Direct Customer may be referred to herein as a "<u>Customer</u>". This Limited Warranty is not transferrable. This Limited Warranty is only effective when the A/C Product is installed and operated within the United States, Puerto Rico, or Canada.

Standard Limited Warranty

The "Standard Warranty Period" begins on the Commencement Date and continues until the earlier to occur of twelve (12) months or 12,000 miles (of the vehicle in which the A/C Product is first and continuously installed), after which time this Limited Warranty terminates.

The "<u>Commencement Date</u>" is, for a Direct Customer, the date of purchase of the A/C Product by the Direct Customer from Transtar or, for a Shop Customer, the date of installation of the A/C Product in the Shop Customer vehicle, as applicable, in each case as evidenced by a Customer invoice or work-order.

Lifetime Limited Warranty

Any A/C Product is covered by the Lifetime Limited Warranty if:

- (1) the A/C Product was installed with (i) a compressor, (ii) an accumulator or receiver dryer, and (iii) an orifice tube or expansion valve;
- (2) a system flush was performed prior to installation of the A/C Product or an inline filter was installed with the A/C Product; and
- (3) Customer presents the original purchase invoice for the A/C Product and such invoice documents items (1) and (2) above.

The "<u>Lifetime Warranty Period</u>" begins on the Commencement Date and continues for so long as the A/C Product is in continuous use on the Customer vehicle in which the A/C Product is first installed.

Limited Warranty

The "Warranty Period" means the Standard Warranty Period or Lifetime Warranty Period, as applicable. All repaired/replaced A/C Products will be warranted for a period equal to the remainder of the original Warranty Period on the original A/C Product.

Subject to the exclusions and restrictions described in this Limited Warranty, Transtar warrants that the A/C Product will be free from defects in materials and workmanship during the Warranty Period.

The Standard Limited Warranty does not cover the cost of labor to remove, repair, or replace the defective A/C Product.

The Lifetime Limited Warranty covers the cost of labor to remove, repair, or replace the defective A/C Product up to an aggregate amount of \$100 per Claim (as defined below).

If an A/C Product is found to be defective, and a claim is submitted during the Warranty Period, Transtar will, at its sole option, either: (a) repair or replace the defective part(s); (b) provide a correction or technical support resolution; or (c) issue a credit against the purchase price of comparable replacement part(s) purchased from Transtar.

Transtar may, at its sole option, use rebuilt, reconditioned, or new parts or components when repairing any A/C Product, or may replace the A/C Product with a rebuilt, reconditioned version of the A/C Product. Any replacement A/C Product will be comparable in function, but may not be identical to the original A/C Product.

How to Make a Warranty Claim

To make a claim under this Limited Warranty ("<u>Claim</u>"), retain the defective A/C Product and notify your Transtar sales or customer service representative in writing (with email being sufficient) within thirty (30) days of discovery of the defect.

Any Claim for the Lifetime Limited Warranty must be accompanied by (1) Customer's original purchase invoice for the A/C Product; and (2) Customer's original repair invoice, which must be submitted via email to your Transtar sales or customer service representative or ctswarranty@transtar1.com.

Any Claim must be submitted during the Warranty Period. Claims submitted after the Warranty Period will not be accepted.

Transtar will issue a Return Material Authorization Number (RMA#) to begin the Limited Warranty review process. The A/C Product must be returned within thirty (30) days of receiving an RMA#, and the shipping box must be clearly marked with the RMA#. Failure to follow this procedure shall void this Limited Warranty.

Transtar reserves the right to examine all failed A/C Products. Transtar, in its sole discretion, will determine if warranty coverage applies.

Customer is responsible for shipping charges to Transtar. Transtar is responsible for return shipping.

All replaced A/C Products will become the property of Transtar.

Exclusions and Restrictions

This Limited Warranty does not cover:

- Defects or damage resulting from accident, misuse, alteration, abnormal use, abnormal conditions, improper storage, exposure to liquid, moisture, dampness, sand or dirt, neglect, or unusual physical, electrical, or electromechanical stress.
- Defects or damage resulting from use of the of the A/C Product for a purpose other than the purpose for which it was designed.
- Scratches, dents, and cosmetic damage.

- Equipment that has the serial number or other discrete identifying mark removed, defaced, damaged, altered, or made illegible.
- Ordinary wear and tear.
- Defects or damage resulting from the use of the A/C Product in conjunction or connection with accessories, products, or ancillary/peripheral equipment not furnished or approved by Transtar.
- Defects or damage resulting from improper testing, operation, maintenance (or lack thereof), installation, service, or adjustment not furnished or approved by Transtar, which shall void this Limited Warranty.
- Defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source.

This Limited Warranty does not cover labor (except as set forth in the Lifetime Limited Warranty), towing, rental car charges, or any other cost or expense, including, without limitation, where the Lifetime Limited Warranty is applicable, any labor in excess of \$100 per Claim, all of which are the sole responsibility of Customer.

Warranty Limitations

TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY CONSTITUTES TRANSTAR'S SOLE AND EXCLUSIVE OBLIGATION, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR BREACH OF ANY LIMITED WARRANTY SET FORTH HEREIN.

ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL TRANSTAR BE LIABLE (1) FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE A/C PRODUCT; OR (2) FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS, OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE A/C PRODUCT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

NOTHING IN THE A/C PRODUCT INSTRUCTIONS OR INFORMATION SHALL BE CONSTRUED TO CREATE AN EXPRESS WARRANTY OF ANY KIND WITH RESPECT TO THE A/C PRODUCTS. NO AGENT, EMPLOYEE, DEALER, REPRESENTATIVE, OR RESELLER IS AUTHORIZED TO MODIFY OR EXTEND THIS LIMITED WARRANTY OR TO MAKE BINDING REPRESENTATIONS OR CLAIMS, WHETHER IN ADVERTISING, PRESENTATIONS, OR OTHERWISE, ON BEHALF OF TRANSTAR REGARDING THE A/C PRODUCTS OR THIS LIMITED WARRANTY.