

PRODUCT WARRANTY COVERAGE

NAPA TEMP

Warranty Periods-Effective as of June 28, 2013

NAPA TEMP warrants to its direct purchasers for resale that all such products will be free from defects in material and workmanship for the period as set forth above, and NAPA TEMP will, at its option, repair, replace or issue a credit (based on original net selling price) for such products if proven within such period to be defective.

- **All non-compressor NAPA TEMP climate control replacement parts**
Limited Lifetime

WARRANTY DETERMINATION, CONDITIONS AND LIMITATIONS (APPLICABLE TO ALL THE PRECEDING WARRANTIES)

The sole and exclusive obligation of NAPA TEMP and its purchasers' sole and exclusive remedy under all warranties set forth in these policies terms and conditions of sale (the "policies") shall be, at the sole discretion of NAPA TEMP, repair or replacement of or (in the circumstances described above) credit for the defective products at no charge to purchaser. NAPA TEMP will not reimburse purchaser for the cost of removing or returning the failed or defective unit, installing the replacement unit or replacing any other parts or for other expenses, charges or damages. All NAPA TEMP's obligation under all warranties set forth in these policies with respect to a product will cease and expire upon the expiration of the warranty period applicable to that product.

NAPA TEMP'S OBLIGATION UNDER THE WARRANTIES SET FORTH IN THESE POLICIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL NAPA TEMP BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN STRICT LIABILITY, CONTRACT INCLUDING WARRANTY, OR IN TORT INCLUDING NEGLIGENCE) NOR FOR LOST PROFITS, NOR SHALL NAPA TEMP'S LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCTS. THIS LIMITATION ON NAPA TEMP'S LIABILITY SHALL APPLY TO ANY LIABILITY FOR DEFAULT UNDER OR IN CONNECTION WITH THE GOODS, PARTS, OR SERVICES DELIVERED HEREUNDER. WHETHER BASED ON WARRANTY, FAILURE OF OR DELAY IN DELIVERY, OR OTHERWISE. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

THE WARRANTIES SET FORTH IN THESE POLICIES ARE MADE TO, AND ONLY TO, NAPA TEMP' DIRECT PURCHASERS FOR RESALE, SUCH PURCHASERS ARE SOLELY RESPONSIBLE FOR ANY WARRANTIES THEY CHOOSE TO MAKE TO THEIR CUSTOMERS AND NAPA TEMP SHALL NOT BE RESPONSIBLE FOR SUCH WARRANTIES IN ANY WAY.

Warranty determination is the sole responsibility of NAPA TEMP and no one is authorized to act on NAPA TEMP's behalf. Defective parts will be inspected according to NAPA TEMP's standard, and NAPA TEMP alone will verify the alleged defect and the purchaser's compliance with the conditions of this warranty.

In no event do any of the previously listed warranties cover freight or shipping damage, damage from dropping, cosmetic damage, batteries, clogged expansion valves and/or orifice tubes, malfunctioning fuses, relays or switches. Any of the following conditions automatically void any warranty or obligation by NAPA TEMP: abuse, alteration, improper installation maintenance or use, failure to service at recommended intervals and failure to follow printed instruction.

In depth Warranty procedures are available from your sales representative.