

TSM - AUTOMOTIVE PARTS LIMITED WARRANTY

THERMAL SOLUTIONS MANUFACTURING INC. provides this Limited Warranty pursuant to which it warrants its products to be free from defects in material and workmanship for 12 months from date of shipment to the original consumer purchaser.

1 **Terms of the Limited Warranty.** THERMAL SOLUTIONS MANUFACTURING INC., at its option, will repair or replace any parts furnished from its factory upon presentment of a claim in accordance with the procedures set forth herein. Repair or replacement of the part at THERMAL SOLUTIONS MANUFACTURING INC.'S sole discretion shall be the SOLE AND EXCLUSIVE REMEDY to which THERMAL SOLUTIONS MANUFACTURING INC. is obligated and to which the original retail purchaser is entitled. Purchaser's remedy does not include reimbursement for any expenses incurred for labor or material charges incident to the replacement, removal, or installation of any radiator, radiator core or component part, towing charges, rental of replacement vehicle, injuries to persons or property and any other special, incidental, consequential or punitive damages.

2 **What is Excluded from this Limited Warranty.** This Limited Warranty does not apply if the product: (a) is subjected to misuse, negligence, or operating conditions other than those for which such equipment was designed; (b) has been repaired or altered outside the factory of THERMAL SOLUTION MANUFACTURING INC; or (c) has been subjected to chemicals or if any ingredients other than approved permanent-type antifreeze, designed and sold solely for radiator use, are used in the radiator. This Limited Warranty does not cover the physical or chemical effects of any corrosive substance in the operating environment or the equipment. This Limited Warranty is extended to and enforceable by only the original consumer purchaser. Claims for internal engine damage due to overheating are excluded from this Limited Warranty because all vehicles and stationary equipment have warning lights and gauges to warn an operator of overheating conditions long before internal engine damage would occur.

3 **How to make a Claim.** If the radiator or part fails due to a defect in material or workmanship, the original purchaser shall be responsible for presenting the defective part and a COPY of the ORIGINAL PURCHASE RECEIPT to the place of original purchase or to the Warranty Department of THERMAL SOLUTION MANUFACTURING INC. RETAIN YOUR ORIGINAL RECEIPT for future proof of purchase; failure to present the ORIGINAL PURCHASE RECEIPT will result in a denial of the claim. (See Returns & Claim Policy.) Customer shall pre-pay all transportation expenses prepaid by purchaser. All risks of loss or damage are retained by the customer while the goods are in the possession of the freight carrier en route to the participating facility. Upon receipt of the part, THERMAL SOLUTIONS MANUFACTURING INC, or its designated agent, shall have the right to inspect the part to verify the cause of the failure.

4 **DISCLAIMER OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES.** THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUSIVE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5 **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THERMAL SOLUTIONS MANUFACTURING INC. BE LIABLE TO THE PURCHASER FOR DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PRODUCTION OR LOSS OF PROFITS OR CLAIMS OF THIRD PARTIES AGAINST THE PURCHASERS, RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING THOSE RESULTING FROM THE ORDER OR USE OF THERMAL SOLUTIONS MANUFACTURING INC.'S PRODUCTS, AND THERMAL SOLUTIONS MANUFACTURING INC.'S SOLE LIABILITY TO THE PURCHASER FOR ANY CAUSE OF ACTION, WHETHER BASED UPON NEGLIGENCE, CONTRACT OR STRICT LIABILITY, SHALL BE THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN PARAGRAPH 1.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. THERMAL SOLUTIONS MANUFACTURING INC. neither assumes nor authorizes any person to assume for it any obligation or liability other than as herein expressly stated. Direct all correspondence/inquiries to: READY-RAD® WARRANTY DEPT., THERMAL SOLUTIONS MANUFACTURING INC., 15 Century Blvd., Ste 102, Nashville, TN 37214.