



## **Bergstrom Bus Air Conditioning Products - Warranty Policy**

Bergstrom Inc.'s warranty for Bus Air Conditioning Products and replacement parts is defined below.

All warranty is null and void unless the warranty registration is completed online <https://warranty.bergstrominc.com/> within thirty (30) days of the installation date.

For product repairs, return the vehicle to the installer for warranty work to be performed. Contact Bergstrom at (1.855.BUS.HVAC) for pre-authorization before work is performed if repair cost exceeds \$200.00.

In the event a part is found with a quality defect prior to installation, please contact your Bergstrom customer service representative for a return goods authorization (RGA) and instructions for returning the defective part.

### **1. Definition of Product(s)**

1.1 BusAC Products includes but is not limited to products under the Cool Zone label. For purposes of this Warranty Policy, the term BusAC Products shall refer to all products sold by Bergstrom to the Customer.

### **2. Product Warranty.**

2.1. Subject to Section 3, Bergstrom warrants that for the warranty period specified below, the Product(s) sold by Bergstrom to the Customer: shall

- 2.1.1. be free of defects in design materials and workmanship and
- 2.1.2. be free from liens or encumbrances.

2.2. The warranty period for the Products ("Warranty Period") is set forth in Table A below and shall commence after the first retail owner takes delivery from dealer, but no longer than 18 months from installation:

**Table A**

<b>Product Type</b>	<b>Warranty Duration</b>
Initial Installation	3 Years/Unlimited miles
Service Parts	1 Year/Unlimited miles

There is an optional 4<sup>th</sup> and 5<sup>th</sup> year extended warranty available for purchase (with and w/o unlimited miles). This is only available at the time of the original product installation or bus purchase. The warranty term starts at the warranty registration date.



- 2.3. Any repair or replacement of the Product(s) or Product components pursuant to Bergstrom's warranty will not extend the Warranty Period.
- 2.4. The warranty is the sole property of the original owner-user-consumer and is not transferable. A transfer of ownership shall terminate / void any remaining warranty.

### **3. WARRANTY DISCLAIMER FOR COVERED PRODUCTS AND WARRANTY EXCLUSIONS**

**3.1. THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 2 IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY FOR THE PRODUCTS EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY AGREEMENT.**

3.2. The express limited warranty set forth in Section 2 shall not extend or apply to:

3.2.1. any Product which has been inadequately maintained or shelf-preserved, subjected to contamination, improper or negligent handling, installation, assembly, tampering, unauthorized disassembly, misuse, or abuse;

3.2.2. any Product which was subject to lack of proper maintenance or service by the end-use customer;

3.2.3. any Product failure caused, in whole or in part, by any replacement or aftermarket component not designed, manufactured, or approved by Bergstrom, or

3.2.4. normal wear and tear of any Product(s) or normal maintenance items or consumable parts or components including but not limited to belts, hoses, compressor shaft seals, gaskets, clutch and compressor bearings, valves, receiver driers, chemicals, oils, bulbs and filters.

3.2.5. any Product, which shall have been installed contrary to recommended installation practice in any way or shall have been used in conjunction with non-BusAC product components, so as, in Bergstrom's judgment, to adversely affect its operation.

3.2.6. all other vehicle components which are excluded from this warranty including, but not limited to, standard vehicle Heating, Ventilating and Air-Conditioning (HVAC) components, the batteries\*, optional fuel operated heater\*\*, optional block heater\*\*, optional inverter or inverter/charger combo\*\*\*.

\* Trojan batteries are warranted by manufacturer. For warranty information, call 800.423.6569.

\*\* Eberspächer heaters are warranted by manufacturer. For warranty information, call 800.387.4800.

\*\*\* Tundra inverters and/or chargers are warranted by the manufacturer. For warranty information, call 877.964.2582



#### **4. LIMITATION OF LIABILITY FOR COVERED PRODUCTS**

**4.1. IN NO EVENT SHALL BERGSTROM BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR FOR ANY LOST PROFITS RESULTING FROM DEFECTS OR NONCONFORMITIES IN ANY PRODUCT(S) OR FROM ANY BREACH OF THIS WARRANTY AGREEMENT, INCLUDING, BUT NOT LIMITED TO COSTS OF TOWING, SHIPMENT OF THE REPLACEMENT PART, RENTAL EXPENSE, DOWNTIME OR EXPENSE RELATED TO THE DOWNTIME OF THE PRODUCT OR VEHICLE IN WHICH IT IS INCORPORATED, DAMAGE TO VEHICLES OR VEHICLE CONTENTS OR CARGO, OR DAMAGES DUE TO REMOVAL OF THE PRODUCT(S) OR IN THE INSTALLATION OF THE REPAIRED OR REPLACED PRODUCT(S), REGARDLESS OF THE FORM OF ACTION (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF THE CUSTOMER ADVISED BERGSTROM OF THE POSSIBILITY OF SUCH DAMAGES.**

#### **5. Reimbursement For Warranty Claims.**

5.1. Subject to the warranty terms set forth in this Warranty Agreement, and as the Customer sole and exclusive remedy for any breach of warranty with respect to the Product(s), Bergstrom shall reimburse the Customer for warranty claim costs jointly determined by the Parties to be the responsibility of Bergstrom as follows:

5.1.1. Material costs at price sold by Bergstrom to the Customer; plus

5.1.2. Labor costs at Service Center's approved labor rate times Bergstrom's published Standard Repair Time (SRT).

5.1.3. For service parts, warranty reimbursement shall be limited to the purchase price paid by the Customer to Bergstrom for the defective or nonconforming warranted parts.

5.2. For each warranty claim and reimbursement request, a separate claim number and "Request for Warranty" form must be issued for each individual vehicle repaired.

Warranty claims must be submitted on Bergstrom's warranty portal (<https://warranty.bergstrominc.com>) and the Customer shall automatically return the failed part(s) to Bergstrom within thirty (30) days of repair. The return freight will be prepaid by the customer and only reimbursed if the claim is approved by Bergstrom.

5.3. Bergstrom agrees to respond to all warranty claims within thirty (30) days of the date when (a) such claim is presented or (b) failed parts are returned to Bergstrom, whichever is later.

5.4. Bergstrom's reimbursement for warranty claims are due within thirty (30) days of the final determination of responsibility.

5.5. The warranty and reimbursement remedy set forth herein is expressly conditioned upon:

(a) payment of the purchase price of the Product(s) in full;



- (b) the Customer providing Bergstrom written notice of the defect or nonconformity within 60 days from the time when the Customer discovered or ought to have discovered the defect or nonconformity;
- (c) the storage, installation, assembly, operation, use, and maintenance of the Product(s) in compliance with Bergstrom's written instructions;
- (d) the presence of the original serial number or warranty date decal on the Products, unaltered and in its original condition; and
- (e) the return of any Product(s) to Bergstrom

#### **6. Term and Applicability of Warranty Policy**

- 6.1. Provisions related to warranties, remedies and liability with respect to Products sold by Bergstrom to the Customer under this Warranty Policy may not be amended, modified or supplemented in any way except through a written agreement, signed by both parties, and which acknowledges that it modifies this Warranty Policy.
- 6.2. The Parties further agree that this Warranty Policy sets forth the entire agreement and understanding of the Parties with respect to the warranty-related subject matter herein. There are no promises, terms, conditions, or obligations, oral or written, expressed or implied with respect to such subject matter, other than those contained in this Warranty Policy, and neither Party shall be entitled to rely on any agreement, understanding, or arrangement with respect to warranties on Products sold by Bergstrom to Customer that are not expressly identified herein.

#### **7. Governing Law.**

- 7.1. This Warranty Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Should any limitation of liability or indemnity provision herein be held by a court of law or relevant tribunal to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired thereby.