

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. In the event of a product failure, and a replacement is made, the warranty remains with the original transaction date of shipment to the original consumer-purchaser and does not reset to the date when such product replacement was made.

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.

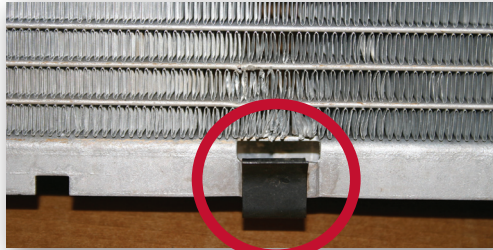
This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. THERMAL SOLUTIONS MANUFACTURING INC. neither assumes nor authorizes any person to assume for it any obligation or liability other than as herein expressly stated. Direct all correspondence/inquiries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

Warranty Stops Here!



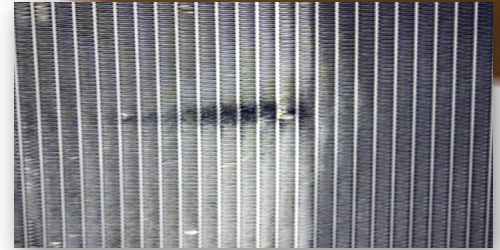
Improper or mis-mixed coolant

When coolant or coolant mixture is used that's not in accordance with the vehicle manufacturer's warranty, damage can occur to the radiator. Contaminated coolant can also cause damage. TSM recommends use of only the coolant which is specified by the vehicle's manufacturer.



Installation damage/improper installation

Damage resulting from improper or incomplete installation or abuse by the installer isn't covered by warranty. This radiator was damaged when the installer clipped the tube while installing the fan shroud clip. Always use caution during installation to avoid radiator damage.



Electrolysis

Stray or unchecked voltage in the cooling system can cause a reaction that will create leaks in tubes, as well as deterioration of internal oil coolers. This type of damage is not covered by the warranty.



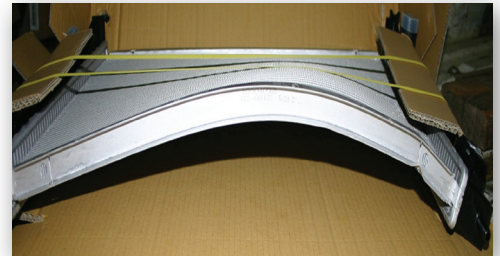
Stripped threads

Threads stripped on oil cooler lines, sensor fittings, drain plugs or any other fitting is not considered a manufacturing defect and is not covered by the warranty.



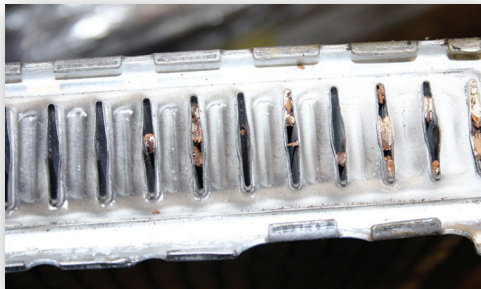
Over-pressurization damage

This non-warranty condition is usually caused by a blown head gasket, a faulty radiator cap or a faulty thermostat.



Shipping damage

Damage caused to product during shipping is not a warranty-coverage issue. A claim should be filed with the shipping carrier.



Improper or lack of maintenance

Radiator damage can result from improper maintenance or a lack of maintenance. Manufacturer-recommended maintenance schedules should always be followed.



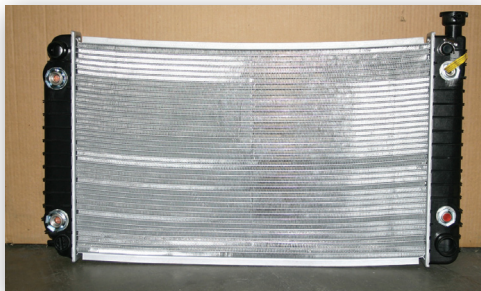
Steam erosion

Damage caused by the effects of the physical or chemical properties of water, steam or other liquids or gases used in a radiator is not covered by warranty.



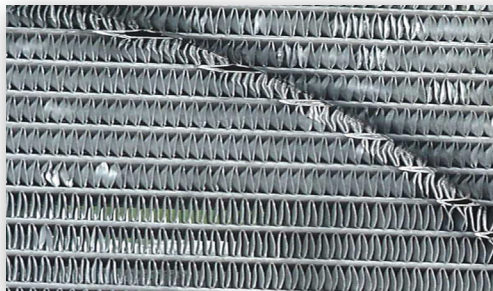
Missing hardware

Hardware missing from a kit isn't considered a warranty issue. You can replace missing hardware by calling the TSM Heavy Duty Hotline at: 800-799-7237.



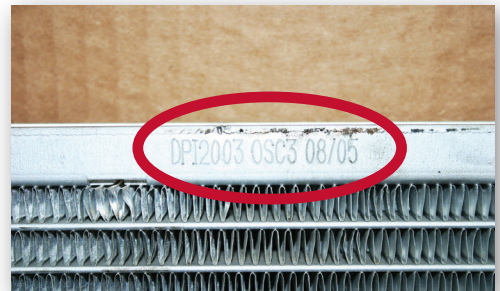
Product has been dropped

Product that "smiles" at you has been dropped, and is not covered by warranty.



Physical damage

Damage from accidents, broken motor mounts or abuse is not covered under warranty.



Non-TSM products

Products not manufactured and sold by TSM will not be accepted for warranty claims.

Heavy Duty Tech Hotline: 800-799-7237 | www.thermalsolutionsmfg.com