## LIMITED WARRANTY

WHAT IS WARRANTED AND FOR HOW LONG? Subject to the terms hereof, including the exclusions and other limitations listed below, parts purchased at any TravelCenters of America or Petro Stopping Centers location (each, a "TA or Petro Location") will be, at our sole option, repaired or replaced without additional charge if they fail due to a defect for a period of one (1) year from the date of purchase. Service work (labor) performed at a TA or Petro Location is warranted to be free from defect in workmanship for 120 days from the date of service. If you purchase a used tire at a TA or Petro Location and the tire fails due to a defect within seven (7) days of purchase, we will, at our sole option, repair or replace the used tire. These limited warranties do not apply to products or vehicles used for racing or off-road purposes, or to damage caused by abuse, accident or neglect. New tires and batteries are warranted separately by the manufacturer and not included in this warranty.

**EXCLUSIONS:** Consumable materials and parts (such as antifreeze, oil, filters) are not included in this warranty.

**FEES AND TAXES NOT INCLUDED.** Fees, including, without limitation, waste disposal fees, are not included in this warranty and must be paid by you. In addition, Florida law requires us to collect a \$1.00 fee for each new tire sold and \$1.50 for each new or remanufactured battery sold in the state. This fee is not covered by the warranty and must be paid by you. Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you.

**ADDITIONAL EXCLUSIONS FOR REFRIGERATION SYSTEMS:** TA and Petro's scope of services for refrigeration system tractors and trailers covers only external component repairs and specifically excludes the refrigeration system itself. Maintenance items that will not be serviced include, but are not limited to, any internal component of the refrigeration system, the freon filter, the upper belts that require fan replacement and condensers. TA and Petro specifically disclaim any responsibility for the refrigeration system, loss of use of the refrigeration system, damage, loss or spoliation of the contents of the refrigerated trailer, lost time, inconvenience, loss of use of the tractor/trailer or any other incidental or consequential damage or loss.

HOW CAN A CLAIM BE MADE UNDER THE LIMITED WARRANTY? No warranty will be honored without strict adherence to the following procedure: You must notify us <u>immediately</u> of any part or service failure by visiting the TA or Petro Location that sold the warranted parts and/or performed the warranted service work or by calling us at 1-800-632-9240. If the original TA or Petro Location is not convenient for you, please telephone us at 1-800-632-9240 and we will direct you to an alternative TA or Petro Location. The owner/driver is responsible for presenting the vehicle to the TA or Petro Location as specified above. The original invoice from the TA or Petro Location at which the part was purchased and/or the work was performed MUST be presented in order to get the benefit of the limited warranty.

WARRANTY LIMITED. THE OBLIGATIONS UNDERTAKEN IN THESE LIMITED WARRANTIES ARE OFFERED ONLY ON THE ABOVE ITEMS AND UNDER THE EXPRESS CONDITIONS SET FORTH, AND MAY NOT BE ENLARGED OR ALTERED BY ANYONE. NO WARRANTIES ARE MADE, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PARTS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR AS OTHERWISE PROVIDED BY LAW.

NO COVERAGE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES. THE ONLY REMEDIES THE PURCHASER HAS IN CONNECTION WITH THE PURCHASE OF PRODUCTS OR SERVICES FROM TA AND PETRO ARE THOSE SET FORTH ABOVE. IN NO EVENT WILL TA OPERATING LLC, ANY COMPANY AFFILIATED WITH TA OPERATING LLC, OR ANY FRANCHISEE OF TA OPERATING LLC (OR ITS AFFILIATES) BE LIABLE FOR BUSINESS INTERRUPTIONS, LOSS OF SALES AND/OR PROFITS, RENTAL OR SUBSTITUTE EQUIPMENT, COSTS OF DELAY OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES, COSTS OR DAMAGES. PURCHASER ASSUMES ALL LIABILITY FOR ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM THE HANDLING, POSSESSION OR USE OF THE PRODUCTS BY THE PURCHASER.

**CONSUMER RIGHTS:** This limited warranty gives you specific legal rights; you may also have other rights which vary from state to state.

**YOUR SATISFACTION** is important to us. If for any reason you are not satisfied with the service you receive, contact the Truck Services manager of the TA or Petro Location where service was provided. If the problem has not been handled to your complete satisfaction, please call 1-800-632-9240.

**GIVEN BY:** TA Operating LLC, d/b/a TravelCenters of America and Petro Stopping Centers, 24601 Center Ridge Road, Suite 200, Westlake, Ohio 44145.