



GENERAL POLICY AND RETURN GOODS PROCEDURE

**For Original Equipment
Manufacturers Only**



MASTERFLUX

COMPRESSORS, CONTROLLERS, AND COMPONENT PARTS

WARRANTY TO ORIGINAL EQUIPMENT MANUFACTURERS ONLY

Masterflux, a division of Tecumseh Compressor Company ("Masterflux"), warrants to be free of defects in material and workmanship to the extent set forth below:

- A. Any Compressor, including any of its component parts manufactured or sold by Masterflux (a "Compressor"),
- B. Any Controller manufactured or sold by Masterflux (a "Controller"), and
- C. Any component part sold by Masterflux (a "Component Part"),

which Compressor, Controller, or Component Part was purchased from Masterflux by an original equipment manufacturer (the "OEM").

The sole and exclusive obligation of Masterflux under this Warranty is to:

- (a) credit the account of the OEM for any Compressor, Controller, or Component Part sold by Masterflux, found upon inspection by Masterflux to be inoperative solely due to a defect in material or workmanship, and received by Masterflux within twenty (20) months* from the date of manufacture, as determined from the Compressor or Controller code plate/serial label, and for a Component Part, as determined from the Compressor or Controller code plate/serial label from which it was removed, or
- (b) repair and return to the OEM any Compressor, Controller, or Component Part sold by Masterflux, found upon inspection by Masterflux to be inoperative solely due to a defect in material or workmanship, and received by Masterflux within twenty (20) months* from the date of manufacture, as determined from the Compressor or Controller code plate/serial label, and for a Component Part, as determined from the Compressor or Controller code plate/serial label from which it was removed, or
- (c) replace and return to the OEM any Compressor, Controller, or Component Part sold by Masterflux, found upon inspection by Masterflux to be inoperative solely due to a defect in material or workmanship, and received by Masterflux within twenty (20) months* from the date of manufacture, as determined from the Compressor or Controller code plate/serial label, and for a Component Part, as determined from the Compressor or Controller code plate/serial label from which it was removed.



The choice of option from those listed above (a,b, or c) shall be made by Masterflux in its sole and absolute discretion.

* WITH RESPECT TO ANY COMPRESSOR, CONDENSING UNIT OR COMPONENT PART MANUFACTURED BY MASTERFLUX OUTSIDE OF NORTH AMERICA due to the in-transit time from the place of manufacture to North America, the warranty period shall be TWENTY-FOUR (24) months from the date of manufacture, as determined from the Compressor or Controller code plate/serial label.

The **EXPRESS WARRANTY** contained herein is further limited as follows so that such obligations **WILL NOT:**

1. Impose on Masterflux any liability for any costs or expenses incurred by any other person concerning the repair or replacement of any such Compressors, Controllers, or Component Parts thereof;
2. Extend to any Compressor, Controller, or Component Part that becomes inoperative:
 - i. Due to the failure of, or any defect in, any refrigeration system, refrigeration device, or any component part thereof using such Compressor, Controller, or Component Part not attributable solely and exclusively to such Compressor, Controller, or Component Part, or
 - ii. Because of system processing, design or installation;
3. Preclude, limit or restrict the right of Masterflux to make charges against the OEM attendant to any in-Warranty return where Masterflux's inspection of the Compressor, Controller, or Component Part indicates that there is no defect in material or workmanship;
4. Impose any liability on Masterflux for any transportation costs other than the Freight Allowance described herein;
5. Extend to any loss of, or damage to, any such Compressor, Controller, or Component Part during transportation of the same; or
6. Extend to (and said Warranty will automatically become void with respect to) any Compressor, Controller, or Component Part on which the Masterflux serial number or Compressor or Controller code plate/serial label is missing or rendered illegible.

Masterflux reserves the right to make changes in the design of, and to make additions to and improvements in, its products without imposing any obligations upon Masterflux to make changes in the design of, or additions or improvements to, Masterflux products previously manufactured.

In addition to the responsibility assumed by Masterflux, the OEM must also realize that improper processing, application, system design, installation or component parts failure may result in compressors or controllers becoming inoperative. This is not due to improper workmanship or material on the part of Masterflux.



Masterflux will cooperate to the fullest extent possible in the application of its products to the equipment of the OEM customer. Masterflux's engineering laboratories may supply reports on operation of the OEM equipment, but such reports are not to be construed as approval of a particular design. Masterflux is not responsible for proper field performance of the OEM's equipment which proper field performance remains the sole and exclusive responsibility of Masterflux's OEM customer.

In no event or circumstance will anyone other than the OEM be considered to have any right, title or interest to assert any rights under this Warranty.

Masterflux neither assumes, nor authorizes any other person, natural or corporate, to grant any warranty or to assume for Masterflux any other obligations or liabilities whatsoever, concerning Masterflux Compressors, Controllers, or Component Parts thereof.

THIS IS NOT A CONSUMER WARRANTY.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, STATUTORY OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY MASTERFLUX, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF MASTERFLUX FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, REPAIR, OR PERFORMANCE OF ANY COMPRESSOR, CONTROLLER, OR COMPONENT PART. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND THE SOLE REMEDIES FOR MASTERFLUX'S LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) WITH RESPECT TO ANY COMPRESSOR, CONTROLLER, OR COMPONENT PART COVERED BY THIS WARRANTY SHALL BE LIMITED TO:

- I. CREDITING THE OEM'S ACCOUNT, OR
- II. REPAIRING THE COMPRESSOR, CONTROLLER, OR COMPONENT PART, OR
- III. REPLACING THE COMPRESSOR, CONTROLLER, OR COMPONENT PART.

IN NO EVENT SHALL MASTERFLUX'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF MASTERFLUX SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

COMPONENT PARTS

All Compressors manufactured by Masterflux that are shipped either with or without electrical parts, are designed to use specific components. Engineering specifications are issued for every model of Compressor, and any deviation without written authorization from Masterflux's Engineering Department voids the Warranty.



WARRANTY CLASSIFICATIONS

Class A - In-Warranty — Compressors, Controllers, and Component Parts received by Masterflux within twenty (20) months (twenty-four (24) months for Compressors, Controllers, and Component Parts manufactured outside of North America) from the date of manufacture as determined by the Compressor or Controller code date on the Compressor or Controller code plate/serial label. Credit, repair, or replacement is issued plus credit for the Freight Allowance (as described below). If a credit for the Compressors, Controllers, and Component Parts is to be issued, the credit is based upon the current purchase price.

Class B - Out-of-Warranty — Compressors, Controllers, and Component Parts older than twenty (20) months (twenty-four (24) months for Compressors, Controllers, and Component Parts manufactured outside of North America) based on the date of manufacture as determined by the Compressor or Controller code date on the Compressor or Controller code plate/serial label and the date received by Masterflux. **NO CREDIT, REPAIR, REPLACEMENT, OR FREIGHT ALLOWANCE.**

Note: Class B Out-of-Warranty Compressors and Controllers do not receive any consideration for credit, repair, replacement, or freight allowance, and SHOULD NOT BE RETURNED.

Class E - Outside-of-Warranty — Compressors, Controllers, and Component Parts received by Masterflux within twenty (20) months (twenty-four (24) months for Compressors, Controllers, and Component Parts manufactured outside of North America) of manufacture as determined by the Compressor or Controller code date on the Compressor or Controller code plate/serial label and (i) the Compressor or Controller failure is not the result of material or workmanship, or (ii) the Compressor or Controller is not defective. **NO CREDIT, REPAIR, REPLACEMENT, OR FREIGHT ALLOWANCE.**

FREIGHT ALLOWANCE PROGRAM

The Freight Allowance, for Class A In-Warranty Compressors and Controllers only, is computed between Tecumseh Compressor Company, 100 E. Patterson Street, Tecumseh, MI 49286, and the OEM plant on a round-trip basis. Masterflux will update the Freight Allowances periodically to reflect increases or decreases in freight rates.

PROCEDURE FOR THE RETURN OF MATERIAL FOR CREDIT

I. Categorization of Material

The OEM will segregate all material returned into the following categories:

- 1) Line Rejects, Compressors (See IV, below)
- 2) Line Rejects, Controllers (See IV, below)



- 3) Line Rejects, Component Parts (See III and IV, below)
- 4) Field Rejects, Compressors (See V, below)
- 5) Field Rejects, Controllers (See V, below)
- 6) Field Rejects, Component Parts (See III and V, below)

II. Return Orders and Bills of Lading

The OEM will prepare a packing slip describing the returned goods, including the serial number, date of manufacture, bills of material, and reason(s) for rejection. Individual packing slips must accompany the material returned in each category, as segregated based on the categories above. For example, if the OEM is returning both line reject-Compressors and field reject-Compressors, two (2) packing slips must be prepared for the shipment (i.e., one (1) for the line reject-Compressors and one (1) for the field reject-Compressors).

Each part must be tagged showing the Masterflux bill of material, the Masterflux serial number, and code date. The code date must be included on the packing slip.

The reason for rejection MUST be shown in detail on the packing slip. DO NOT use the word "defective" as a reason for rejection.

The OEM must prepare individual bills of lading for the material returned in each category (as defined above), including the number of skids, number of cartons, and description. For example, if the OEM is returning both line reject-Compressors and field reject- Compressors, two (2) bills of lading must be prepared for the shipment (i.e., one (1) for the line reject-Compressors and one (1) for the field reject-Compressors).

Copies of the packing slip and bill of lading must accompany each shipment, and another set of copies must be mailed on the day the shipment is made to:

Warranty Administration
Tecumseh Compressor Company - Masterflux
5424 Highway 145 South
Verona, MS 38879

III. Component Parts - Production Line and Field Rejects:

Component Parts supplied by Masterflux with Compressors or Controllers which are found to be defective, can be returned for credit, repair, or replacement. The date of manufacture of the Compressor or Controller from which the Component Part was removed must be clearly noted on the packing slip.



IV. Production Line Rejects

All Compressors, Controllers, and Component Parts rejected on the customer's assembly line within ninety (90) days from the date of shipment may be returned as "line rejects."

A packing slip and bill of lading must be prepared covering all the line reject material in each shipment (see II, above). A debit memo must accompany the packing slip and bill of lading copies mailed to Warranty Administration on the day the shipment is made.

Masterflux will issue any credit due, or will repair or replace the Compressor, Controller, or Component Part, based on the Warranty Classification, described above (i.e., Class A, Class B or Class E). After the Compressor, Controller, or Component Part is inspected, a memo will be mailed to the OEM customer itemizing the total shipment. If Masterflux has decided to credit the OEM for the returned material and the OEM customer wants the returned material replaced, the OEM customer should submit a new purchase order for the replacement product.

V. Field Rejects

Do not return the entire system for credit. **Return only the part or parts that are defective.**

A packing slip and bill of lading must be made out covering all the field reject material in each shipment (see II, above).

Masterflux will issue any credit due, or will repair or replace the Compressor, Controller, or Component Part, based on the Warranty Classification, described above (i.e., Class A, Class B or Class E). After the Compressor, Controller, or Component Part is inspected, a memo will be mailed to the OEM customer for each shipment received.

VI. Transportation Procedures

1. Segregate and identify line rejects and field rejects. Prepare packing slips and bills of lading for each category.
2. Prepare a packing slip for each shipment and attach it to the shipment in a location readily visible to Masterflux when the shipment is received.
3. Mail copies of the Return Orders and bills of lading to Warranty Administration, Tecumseh Compressor Company, 100 E. Patterson Street, Tecumseh, Michigan 49286.

4. **CALL 1-866-518-1874 FOR ROUTING**

HAVE THE CITY AND STATE FROM WHICH THE SHIPMENT WILL ORIGINATE AND THE WEIGHT OF THE SHIPMENT AVAILABLE WHEN PLACING THE CALL.

5. Place one of the appropriate descriptions on the bill of lading:



A. If "new and unused" describe as:

"Compressors, refrigeration or air-conditioning – ITEM 123270-A SUB 4."

B. If "used" describe as:

"Gas or Liquid Compressors, old, used, having an actual value not exceeding \$1.50 per pound, in boxes or crates or on skids, having a density in pounds per cubic foot of 30 or greater, ITEM 123275-SUB 2, CLASS 60."

Return all Class A In-Warranty COMPRESSORS and COMPONENT PARTS "COLLECT" to:

WARRANTY ADMINISTRATION
TECUMSEH COMPRESSOR COMPANY - MASTERFLUX
5424 HIGHWAY 145 SOUTH
VERONA, MS 38879

Return all Class A In-Warranty CONTROLLERS "COLLECT" to:

WARRANTY ADMINISTRATION
TECUMSEH COMPRESSOR COMPANY - MASTERFLUX
1136 OAK VALLEY DRIVE
ANN ARBOR, MI 48108

EXCEPTION: Send UPS or RPS, "PREPAID", if shipment is 150 pounds or less.

6. DO NOT RETURN COMPRESSORS WITH UNSEALED TUBES. Compressors can fall over and leak oil during transit. This leaked oil creates slippery conditions and could pose a HAZARD.
7. DO NOT RETURN COMPRESSORS WITH A POSITIVE REFRIGERANT CHARGE. PRODUCT SUSPECTED OF CONTAINING A POSITIVE REFRIGERANT CHARGE WILL BE REFUSED AND RETURNED TO THE SENDER AT SENDER'S EXPENSE.