



**TECUMSEH PRODUCTS COMPANY**  
**WARRANTY TO ORIGINAL EQUIPMENT MANUFACTURERS ONLY**  
**(Brazil, India, Europe, Malaysia)**

Subject to the limitations and disclaimers contained herein, Tecumseh Products Company (“Seller”) warrants to its original equipment manufacturer customer (“OEM”) that any compressors, condensing units, component parts, controllers, or other goods manufactured by Seller and sold by Seller to OEM (collectively, “Goods”) will be free from defects in material and workmanship under normal use with regular service and maintenance for eighteen (18) months from the date of manufacture by Seller (the “Warranty Period”). This warranty is only enforceable by OEM and in no event or circumstance will a third party (including any customer or end user of OEM) have any right, title or interest to assert any rights under this warranty.

If OEM discovers a defect in the Goods covered by this warranty during the Warranty Period, OEM must notify Seller in writing within the Warranty Period, follow the guidelines set forth below, and return the Goods to Seller within ninety (90) days from the date of OEM’s return order. Failure by OEM to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of OEM’s claim for such defects. Upon Seller’s receipt of the Goods and the appropriate documentation, Seller shall, at its option and as OEM’s sole and exclusive remedy, repair, correct, or replace the Goods, F.O.B. point of manufacture through nearest warehouse, or issue credit or refund the purchase price for that portion of the Goods found by Seller to be defective. Seller reserves the right to reject any compressor/s on account of SL N0 mismatch / SL. N0 sticker burnt.

In addition to the disclaimers set forth herein, this warranty does not extend to any losses or damages due to: (i) failure of, or any defect in, any goods into which the Goods were installed that are not attributable solely and exclusively to such Goods; (ii) failure to follow any directions, manuals and precautions provided by Seller, if any; (iii) misuse, mishandling, misapplication (including improper maintenance), accident, abuse, negligence (other than Seller’s), improper installation (including use of unauthorized parts or attachments), normal wear and tear, abnormal use (including any application not originally specified by Seller for the Goods), unauthorized modification or alteration (including adding or replacing electrical component parts not approved by Seller), use beyond rated capacity, unsuitable power sources or environmental condition; (iv) faulty repairs or repairs performed by anyone other than Seller or one of Seller’s expressly authorized agents; or (v) any other cause or circumstance outside of Seller’s control.

In certain circumstances, Tecumseh Products Company (International) may extend warranty period through written service agreement duly executed by the parties authorized representatives.

**\*This EXPRESS WARRANTY does not cover:**

- Costs, expenses, or any other type of damage incurred by any other person concerning the repair or replacement of any Goods;
- Any Goods that become inoperative because of system processing, design or installation;
- An indication in the Goods that there is no defect in material or workmanship;
- Transportation costs other than the freight allowance expressly described herein;

**\*\*WARRANTY CONTINUES ON THE NEXT PAGE\*\***

- Any Goods where Seller’s serial number, code plate, or serial label is missing, rendered illegible, tampered with and/or altered in any way.
- Goods sold through export unless agreed upon by Seller and OEM in a written service agreement duly executed by the parties authorized representatives.

**\*PLEASE SEE THE LAST PAGE OF THIS WARRANTY FOR ADDITIONAL DISCLAIMERS, LIMITATIONS, AND TERMS APPLICABLE TO THIS WARRANTY.**

### LINE REJECTS GUIDELINES

**Description:** Product rejected at OEM manufacturing facility on the production line from date of shipment are considered “Line Rejects”

**Applies:** Compressors, Condensing Units, Controllers, or Component Parts

**Cause for Rejection:** Descriptive issue for concern, avoid using “defective” – Example: (Will not pump)

**Paperwork Requirements:**

Your paperwork (\* RMA / Bill of Lading) must include the following:

- Tecumseh model number and item number / Bill of Material (BOM)
- Serial number for each compressor
- Quantity returned
- OEM customer’s return order # and debit memo #
- Type of return – Line Reject

All Line Rejects should be accompanied by \* RMA/Bill of Lading in shipment with copies mailed on date of shipment.

(\* ) - RMA’s shall only be issued to customer upon Tecumseh’s Quality area request/approval.

NOTE: Component Parts returns must include date of manufacture of Compressor or Condensing Unit from which the Component Part was removed.

### FIELD FAILURES GUIDELINES

**Description:** Inoperative products from field installed equipment

**Applies:** Compressors, Condensing Units, Controllers, and Component Parts

**NOTE:** **Condensing Units: Do NOT return the entire unit**, only return the defective part or parts.

**\*\*WARRANTY CONTINUES ON THE NEXT PAGE\*\***

**Cause for**

**Rejection:** Descriptive issue for concern, avoid using “defective.” Example: Will not pump.

**Paperwork Requirement:**

Your paperwork (\* RMA / Bill of Lading) must include the following:

- Tecumseh model number and item number/ Bill of Material (BOM)
- Serial number for each compressor
- Quantity returned
- OEM customer’s return order # and debit memo
- Type of return – Field Reject

All Field Rejects MUST be accompanied by a \* RMA / Bill of Lading in shipment with copies mailed on date of shipment.

(\*) - RMA’s shall only be issued to customer upon Tecumseh’s Quality area request/approval.

**SPECIAL ANALYSIS INSPECTION (SAR) GUIDELINES**

**Description:** An OEM requests a Special inspection (SAR) to determine the cause of field returned Compressors, Condensing Units, or Component Parts

**Authorization:** Contact your Tecumseh Sales Manager or Application Engineer and Quality Manager. (\*\* See Transportation guidelines for Phone #) An inspection fee may apply and the fee will be determined by the Sales Department.

**Paperwork Requirement:**

Your paperwork must include the following:

- Filled out RMA
- Tecumseh model number and item number
- Serial number of each item
- Quantity returned
- Type of return - Special Inspection
- Unit/System model and serial number
- Start Date / Fail Date

**DISPOSAL FEE**

Only compressors with defects covered by this warranty during the Warranty Period are required for inspection and credit. Compressors may be returned to Seller’s plant for disposal outside of the

**\*\*WARRANTY CONTINUES ON THE NEXT PAGE\*\***

Warranty Period, but NO freight credit will be given, and disposal fee will be charged for this service, unless legal law applies, then return is in accordance and no fee will be charged. Compressors returned for special inspection programs (See “Special Inspection” section above) arranged with Seller are not subject to this disposal fee.

**TRANSPORTATION PROCESS GUIDELINES**

1. Segregate and identify Line Rejects and Field Rejects. Prepare return orders and bills of lading for each category.
2. Ship via the specified transport carrier. Please refer to the most recent guidelines for shipping requirements and descriptions with one of the following descriptions on the bill of lading if applicable:

“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.” OR “ITEM 123275-SUB 2, CLASS 60”

Return all In-Warranty products to: WARRANTY ADMINISTRATION for your location, TECUMSEH PRODUCTS COMPANY - (Brazil, India, Europe, and Malaysia)

- Brazil:           Warranty Administration – 55 16 3363-7210  
                       Sales – 55 16 3363-7210  
                       Application Engineer – 55 16 3363-7022  
                       For Returns Address:  
                               Rua Ray Wesley Herrick, 700 - Jardim Jockey Club  
                               São Carlos - SP - CEP 13565-090, Brazil
  
- India:             Warranty Administration – contact Nearest Distribution Center
  
- Europe:           Warranty Administration –33 (0)4 74 82 24 13  
                       Sales – 33 (0)4 74 82 24 67  
                       Application Engineer – 33 (0)4 74 82 20 32  
                       For Returns Address:  
                               Tecumseh Europe Sales & Logistics SAS, Cessieu  
                               42 rue de la gare  
                               38110 CESSIEU – France
  
- Malaysia:         Warranty Administration – contact Nearest Distribution Center

**\*\*WARRANTY CONTINUES ON THE NEXT PAGE\*\***

3. DO NOT RETURN COMPRESSORS WITH UNSEALED TUBES. Compressors can fall over and leak oil during transit. Leaked oil creates slippery conditions and could pose a HAZARD.
4. DO NOT RETURN COMPRESSORS OR CONDENSING UNITS 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.

### **DISCLAIMER**

**THIS IS NOT A CONSUMER WARRANTY.**

**THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE GOODS AND SUPERCEDES AND EXCLUDES ANY OTHER WARRANTY FOUND IN ANY DOCUMENT ISSUED OR DEEMED ISSUED BY OEM TO SELLER (INCLUDING, WITHOUT LIMITATION, OEM'S GENERAL TERMS AND CONDITIONS OF PURCHASE). ANY DIFFERENT OR ADDITIONAL TERMS OF WARRANTY FOR THE GOODS PROPOSED BY OEM ARE EXPRESSLY REJECTED BY SELLER, DO NOT APPLY TO THE GOODS, AND ARE NOT BINDING ON SELLER UNLESS THERE IS A WRITTEN AGREEMENT SIGNED BY SELLER'S AUTHORIZED REPRESENTATIVE THAT EXPRESSLY ACCEPTS SUCH ADDITIONAL OR DIFFERENT TERMS.**

### **LIMITATION OF LIABILITY**

**OEM'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER, AND SELLER'S SOLE OBLIGATION TO OEM FOR ANY AND ALL CLAIMS ARISING OUT OF OR OTHERWISE RELATED TO THIS WARRANTY SHALL BE LIMITED TO SELLER'S REPLACING OR REPAIRING THE APPLICABLE GOODS OR, AT SELLER'S OPTION, REFUNDING THE PURCHASE PRICE PAID BY PURCHASER TO SELLER FOR THE APPLICABLE GOODS BY CREDITING OEMS ACCOUNT. IN NO EVENT SHALL SELLER'S LIABILITY TO OEM OR ANY THIRD PARTY EXCEED THE PURCHASE PRICE OF THE GOODS FOUND BY SELLER TO BE DEFECTIVE. IN NO EVENT SHALL SELLER BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY, FOR ANY INDIRECT LOSSES, OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT OR INDIRECT LOST PROFITS OR REVENUE REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.**

### **CHANGES**

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

**\*\*END OF WARRANTY\*\***