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TW-NA-101, Rev. 0

**TECUMSEH PRODUCTS COMPANY
WARRANTY TO ORIGINAL EQUIPMENT MANUFACTURERS ONLY
(North America: United States, Canada, and Mexico)**

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 the greater of; (a) twenty (20) months from the date of manufacture by Seller or, (b) eighteen (18) months from the date of invoice (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 written notification of a 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, or issue credit or refund the purchase price for that portion of the Goods found by Seller to be defective. Goods repaired or replaced pursuant to this warranty shall be warranted for the unexpired portion of the Warranty Period that applies to the Goods being repaired or replaced.

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.

***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;
- Any Goods where Seller's serial number, code plate, or serial label is missing, rendered illegible, tampered with and/or altered in any way; or
- 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 REJECT RETURN GUIDELINES

Description: Product rejected at OEM manufacturing facility on the production line within 90 days from date of shipment by Seller 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 (Return Order / Bill of Lading) must include the following:

- Tecumseh model number(s) and respective item number(s) / Bill of Material (BOM)
- Serial number for each compressor
- Quantity returned
- OEM customer’s return order number and accompanying debit memo number
- Note the type of return (i.e., “Line Reject”)

NOTE: All component parts, including electrical components and electrical enclosures must be returned with the related Compressor(s).

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

All Line Rejects **MUST** be accompanied by a Return Order form / Bill of Lading as part of the shipment with copies mailed on the date of shipment. A new purchase order must be submitted by the OEM customer in those cases where product is needed to replace items being returned.

FIELD FAILURE RETURN GUIDELINES

Description: Inoperative products from field installed equipment within Warranty period.

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

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

Cause for

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

Paperwork Requirement:

Your paperwork (Return Order / Bill of Lading) must include the following:

- Tecumseh model number(s) and respective item number(s) / Bill of Material (BOM)
- Serial number for each compressor
- Quantity returned
- OEM customer’s return order number and accompanying debit memo number
- Note the type of return (i.e., “Field Reject”)

NOTE: All Field Failures **MUST** be accompanied by a Return Order form / Bill of Lading as part of the shipment with copies mailed on the date of shipment.

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

SPECIAL ANALYSIS INSPECTION (SAR) GUIDELINES

Description: OEM customer 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. An inspection fee may apply and the fee will be determined by the Sales Department.

Paperwork Requirement:

Your paperwork must include the following:

- Completed Warranty Return Tag – TP625 (Completely filled-out)
- Tecumseh model number and item number / Bill of Material (BOM)
- Serial number for each item
- Quantity returned
- Note the type of return (i.e., "Special Inspection")
- Start Date / Fail Date

NOTE: Please provide as much information as possible to facilitate the analysis. This includes the end equipment type and model, condensing unit model and serial number and, any other pertinent information.

FREIGHT ALLOWANCE GUIDELINES

The freight allowance for Compressors covered by this warranty is computed, on a round trip basis, between Seller’s facility located at 5424 Hwy 145 South, Verona, Mississippi 38879 and the OEM’s facility. Seller will update the freight allowances periodically to reflect increases or decreases in freight rates.

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 Period, but NO freight credit will be given, and a fifty dollar (\$50) disposal fee will be charged for this service. Compressors returned for special inspection programs (See “Special Inspection” section above) arranged with Seller are not subject to this disposal fee.

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

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.

NOTE: Ship via one of Tecumseh Product Company’s preferred carriers. A list of preferred carriers can be accessed via the following link: <http://tinyurl.com/lfvhr7o>

Please refer to the most recent guidelines for shipping requirements and descriptions with one of the following descriptions on the bill of lading:

“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”

All warranty returns other than Controllers (i.e., compressors and condensing unit components) for U.S. based OEMs must be shipped “COLLECT” to:

WARRANTY ADMINISTRATION
TECUMSEH PRODUCTS COMPANY
5424 Highway 145 South
Verona, MS 38879

All warranty returns for Controllers must be shipped “COLLECT” to:

WARRANTY ADMINISTRATION
TECUMSEH PRODUCTS COMPANY - MASTERFLUX
5683 Hines Drive
Ann Arbor, MI 48108

EXCEPTION: If ≤150 lbs., ship Pre-Paid via UPS, FedEx, DHL or courier.

All warranty returns for Canada based OEMs, including Controllers, must be shipped “Prepaid” to:

WARRANTY ADMINISTRATION
TECUMSEH PRODUCTS COMPANY
200 Elm Street
Aylmer, ON N5H 2M8
Canada

All warranty returns for Mexico based OEMs, including Controllers, must be shipped “Prepaid” to:

WARRANTY ADMINISTRATION
TECUMSEH PRODUCTS COMPANY
km5 Parque Industrial Finsa Guadalupe
66640 Guadalupe, Nuevo Leon
Mexico

- 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.

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

DISCLAIMER

THIS IS NOT A CONSUMER WARRANTY.

THE WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, STATUTORY OR IMPLIED, ALL OF WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF SELLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, REPAIR, OR PERFORMANCE OF ANY GOODS.

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 SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL 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.

GOVERNING LAW

This warranty is governed under the laws of the State of Michigan without reference to its choice of law rules. Any action to enforce this warranty must be brought in the state and federal courts sitting in Washtenaw County, Michigan. By purchasing the Goods, OEM expressly consents to the sole and exclusive jurisdiction of the foregoing courts.

****END OF WARRANTY****