

# Terms & Conditions

## Extended Warranty Policy and Procedure for SABROE<sup>®</sup> SMC Mk5 compressor units

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### I. Purpose

To explain a policy and procedure for processing extended warranty for SABROE<sup>®</sup> SMC Mk5 compressor units (“Mk5 Compressor Units”) that are installed and commissioned by recognized installers.

### II. Policy

Johnson Controls will review and authorize warranty request in accordance with this policy. The warranty for the Mk5 Compressor Units should these qualify in accordance with this policy and unit manual/service manual for Mk5 Compressor Units.

### III. Scope

**A. What compressor units are eligible for the scheme?**

SABROE SMC Mk5 compressor units that are installed and commissioned by Johnson Controls recognized installers (“Buyers”).

In addition, to be covered by this extended warranty, the Mk5 Compressor Units must be equipped with the UNISAB control system.

**B. Who can request the extended warranty?**

Registration for the extended warranty must be completed and requested by the service provider, not the end user.

**C. What is covered by this extended warranty for Mk5 Compressor Units?**

Defects in material and workmanship in the Mk5 Compressor Units when these have been paid for and properly installed and maintained under normal use and service. In particular, those defects are:

- Parts and components included within the supply of the Mk5 Compressor Unit that are found by Johnson Controls to be faulty.
- Damaged parts and recommended replacement parts as specified in the Mk5 Compressor Units manual and Johnson Controls terms and conditions of sale.
- Standard replacement hours according to Johnson Controls standard warranty hours.
- The electrical motor as specified within Johnson Controls internal SABprice database.
- Compressor/Motor coupling.

Materials found by Johnson Controls to be defective shall be either repaired or replaced, at Seller’s sole option.

**D. What is not covered by this extended warranty?**

- Any indirect or consequential damage as well as any damage, regardless of the nature caused, in whole or in part, due to any external influence including but not limited to, actions of a third party, , such as liquid, moisture or voltage.
- Warranty will be immediately voided by substitution of non SABROE approved parts. No warranty is provided for products or components that have been subject to normal wear and tear, misuse, improper installation, incompatible chemicals/materials, corrosion; that have not been used for their intended purpose; or that have not been installed, maintained, modified or repaired in accordance with applicable standards and Mk5 Compressor Units manual. For Products identified in a Johnson Controls price book as manufactured by third parties (“Resale Products”), Johnson Controls will pass through to Buyer any transferable warranties provided to SABROE by the manufacturer of such Resale Products.
- Johnson Controls neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of the Mk5 Compressor Unit or its parts. Seller shall not be responsible for system design errors or inaccurate or incomplete information supplied by Buyer or Buyer’s representatives. THE FOREGOING WARRANTY IS MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE. This limited warranty sets forth the exclusive remedy for claims based on failure of or defect in products, materials or components, whether the claim is made in contract, tort, strict liability or any other legal theory. This warranty will apply to the full extent permitted by law. The invalidity, in whole or part, of any portion of this warranty will not affect the remainder.

## IV. Procedure

### A. Registration

After commissioning, Mk5 Compressor Unit must be registered online through EasyParts, within two (2) working weeks from initial start-up.

### B. How to maintain the extended warranty

To maintain the extended warranty all services must be carried out according to service manual, and subsequently registered in EasyParts.

### C. What work needs to be completed by the Buyer at the service stage of the Mk5 Compressor Unit?

In order for the extended warranty to be applicable, in addition to the conditions abovementioned, the following must be conducted at the service stage:

- a) Inspection and replacement of both normal wear and recommended parts, according to the intervals specified in the Mk5 service manual and to the following cycles of preventive maintenance:

1 x service interval: Use service set "A"

2 x service interval: Use service set "A" and "A supplementary"

3 x service interval: Use service set "A"

4 x service interval: Use service set "C"

The service sets include parts that should always be replaced, regardless of how they appear when the compressor is opened. Repeat the above cycle throughout the full warranty to period.

- b) Yearly oil analysis utilising an oil analysis kit obtained from the Johnson Controls Parts Centre.

### D. What is the claim process and what documentation is required?

A warranty claim can be initiated in accordance with Johnson Controls standard warranty procedure. Upon request, documentation detailing the parts used for the compressor service and overhaul must be available for evaluation of the claim.

## V. Other terms

Please refer to Johnson Controls terms and conditions of sale for those terms not foreseen directly in this policy and process.