



## STANDARD LIMITED WARRANTY ENGINEERED SYSTEMS EQUIPMENT

SERVICE POLICY

Supersedes: 50.05-NM2 (812)

Form 50.05-NM2 (1212)

### POLICY STATEMENT

Johnson Controls (JCI) warrants all equipment and associated factory supplied materials or start-up services performed by Johnson Controls in connection therewith, against defects in workmanship and material for a period of eighteen (18) months from date of shipment, or twelve (12) months from date of start up, whichever occurs first. Subject to the exclusions listed below, Johnson Controls, at its option, will repair or replace, FOB point of shipment, such products or components as it finds defective.

Except for reciprocating replacement compressors, which Johnson Controls warrants for a period of twelve (12) months from date of shipment, Johnson Controls warrants Johnson Controls reconditioned or replacement materials, or installation or start-up services performed by Johnson Controls in connection therewith, against defects in workmanship and material for a period of (90) days from date of shipment.

The above represents the minimum warranty policy Johnson Controls will extend to customers. Additional product specific coverage is provided as outlined in related warranty policies. No warranty repairs or replacements will be made until payment for all equipment, materials, or components has been received by Johnson Controls.

### EXCLUSIONS:

Unless specifically agreed to in the contract documents, this warranty does not include the following costs and expenses:

1. Labor to remove or reinstall any equipment, materials or components.
2. Shipping, handling or transportation charges, including cranes, safety walks or other safety requirements specific to jobsites.
3. Cost of refrigerant.
4. Freight damage.
5. Field applied coatings added to any surface or heat exchanger.
6. Rental Chillers.

### ALL WARRANTIES ARE VOID IF:

1. Equipment is used with refrigerants, oil, additives, or antifreeze agents other than those authorized by supplying factory.
2. Equipment is used with any material or any equipment such as evaporators, tubing, other low side equipment or refrigerant controls not approved by supplying factory.
3. Equipment has been damaged by freezing because it was not properly protected during cold weather or damaged by fire or any other conditions not ordinarily encountered.
4. Equipment is not installed, operated, maintained and serviced in accordance with instructions issued by Johnson Controls.
5. Equipment is damaged due to dirt, air, moisture, or other foreign matter entering the refrigerant system.
6. Equipment is not properly stored, protected, or inspected by the customer during the period from date of shipment to date of initial start-up.
7. Field coating of coil has occurred.
8. Equipment is damaged due to acts of god, abuse, including shipping damage, neglect, sabotage, or acts of terrorists.
9. Equipment has modifications carried out that have an effect on the original design of the product without such work being authorized by the factory. Any on site design changes or unit modification/replacement shall be authorized in advance by the factory.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED IN LAW OR IN FACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS. IN NO EVENT SHALL JOHNSON CONTROLS' LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY JOHNSON CONTROLS FROM BUYER FOR THE MATERIAL OR EQUIPMENT INVOLVED, NOR SHALL JOHNSON CONTROLS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON LIABILITY AND DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE) OR STRICT LIABILITY. THE ABOVE LIMITATIONS SHALL INURE TO THE BENEFIT OF JOHNSON CONTROLS SUPPLIERS AND SUBCONTRACTORS.

