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<b>Title:</b>	<b>Johnson Controls Baltimore Parts Center Warranty</b>	<b>Number:</b>	17-04.107.BEGTM
		<b>Effective Date:</b>	07 Oct 2009
<b>Sponsor:</b>	VP & GM Parts Distribution	<b>Revision:</b>	00

### **POLICY STATEMENT**

The Johnson Controls, Inc. (JCI) Baltimore Parts Center (BPC) warrants new replacement parts against defects in workmanship or material for a period of ninety (90) days from date of shipment.

However, where recertified or replacement parts are installed on equipment still under the original warranty/extended warranty, then such recertified or replacement parts warranty is covered and limited to the remaining original equipment/extended warranty period.

Exceptions to this standard warranty will be warranted for a period of one (1) year from date of shipment. Exceptions are contained within this document in the below table:

<b>LTC</b>	<b>STC</b>
Screw Compressors	Scroll compressors
Motors	Condenser coils
Control Panel Components	Control Panel Components
VFD Components	Screw Compressors (DXS and Mustang)
LCSSS Components	Fan Motors

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 BUYERS 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.

Subject to the exclusions listed below, Baltimore Parts Center, at its option, will repair or replace, FOB point of shipment, such materials or parts as BPC finds defective.

## **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.
3. Cost of refrigerant.
4. Cost of rental chillers or other temporary cooling.

## **ALL WARRANTIES AND GUARANTEES ARE VOID IF:**

1. Original equipment is used with refrigerants, oil, or antifreeze agents other than those authorized by Johnson Controls, Inc.
2. Original equipment is used with any material or any equipment such as evaporators, tubing, other low side equipment, or refrigerant controls not approved by Johnson Controls.
3. Original equipment has been damaged by freezing because it is not properly protected during cold weather, or damaged by fire or any other conditions not ordinarily encountered.
4. Original equipment is not installed, operated, maintained and serviced in accordance with instructions issued by Johnson Controls.
5. Original equipment is damaged due to dirt, air, moisture, or other foreign matter entering the refrigerant system.
6. Original equipment is not properly stored, protected, or inspected by the customer during the period from date of shipment to date of initial start.
7. Original equipment is damaged due to acts of God, abuse, neglect, sabotage, or acts of terrorists.

## **SUMMARY OF CHANGES**

- Initial release of new document.

## **RELATED DOCUMENTS:**

- Equipment Warranty Policy [BOS 03-23.105.BEGTM]