



## ***AFTERMARKET PARTS WARRANTY AND RETURN POLICY***

### **WARRANTY COVERAGE**

Warranty coverage includes any part which, when installed on a vehicle or system, is found to be defective within the period covered by limited warranty and service policy, and are subject to terms of the warranty policy.

Warranty coverage also includes any part, which is found to be defective when unpacked from the original container in which it was shipped. **THIS DOES NOT INCLUDE FREIGHT DAMAGE.** The customer must handle freight damage claims with the appropriate freight carrier to receive credit for freight-damaged goods. Insurance costs from all freight shipments are the responsibility of the customer receiving the goods in transit.

**Spheros North America, Inc., hereinafter referred to as “Spheros NA”** warrants all products to the original purchaser for up to one (6) months from the date of purchase unless otherwise indicated. Ultimate responsibility of product warranty and length or term of warranty lies with each manufacturer, and therefore all manufacturers’ warranties will prevail against distributor returns. All returned products are subject to inspection and verification of warranty conditions and policies before credit will be issued. All products other than compressors are warranted for (180) days from the date of purchase unless otherwise specified by the manufacturer.

It is the responsibility of every customer to correctly install any parts in accordance with the Original Equipment Manufacturers instructions and policies. It is also their responsibility to have technicians/installers properly trained so they can handle service complaints and warranty problems, as well as identify parts, order parts, and to properly handle any return parts under warranty.

### **COMPRESSOR WARRANTY DOCUMENTATION**

**Spheros NA** may elect to require a repair order accompanying product warranty return, to validate that proper installation procedures were followed at the time of installation.

If repair order is deemed necessary by **Spheros NA**, after receiving an RMA request, the following steps are required to return a compressor for warranty consideration. Failure to provide this documentation will void all compressor warranty claims.

#### **Returned compressors and clutches must have the following documentation and information:**

1. A repair order must accompany the compressor, stating that before the compressor was taken out of service, the following service procedures were performed:

- Replaced the accumulator or receiver-drier
- Replaced the expansion device (orifice tube, expansion valve or liquid line containing the orifice tube)
- Replaced the hose assemblies containing mufflers (these cannot be flushed)
- Performed closed loop flushing of all components not being replaced
- Catastrophic compressor failure requires the replacement of any parallel flow or serpentine style condenser unless a replaceable pre-filter is present
- Installed an in-line suction or liquid line filter
- Used only approved R134A compressor oil including the use of proper viscosity. Used only mineral oil for R12 systems
- Used only R134A or R12 refrigerants. Blends or hydrocarbon refrigerants of any kind are unacceptable and will void all warranties.

Under certain circumstances, **Spheros NA** will consider or recommend a “credit in lieu of” policy for warranties. Such circumstances will include but are not limited to:

Written request for such a program by the customer (**Spheros NA** reserves the right to accept or reject the request)

When a customer’s warranty percentage exceeds **Spheros NA’s** internal measurements (these will not be published and the credit percentage will be at **Spheros NA’s** discretion. The customer will be advised in writing of this decision 30 days prior to implementation.

Spheros North America, Inc. · 22150 Challenger Dr. · Elkhart, IN 46514 · PH 574-264-2190

## DEFECTIVE PARTS RETURNED TO SPHEROS NA

**Spheros NA** reserves the right to conduct a review and inspection of each warranty claim and to accept or deny any claims not meeting the manufacturer's requirements for warranty. **Spheros NA** will not warranty parts which it did not sell, have been abused, mishandled, altered or used inappropriately. **Spheros NA** does not warranty freight damage of any kind. All incidental or inconvenience costs will not be paid by **Spheros NA** for any reason. NO labor or refrigerant allowance whatsoever will be paid on any individual **Spheros NA** part sales.

All warranty returns must have a **Spheros NA** Return Material Authorization number (RMA) obtained from the RMA Coordinator before product(s) may be returned for credit or warranty consideration. Returns without a **Spheros NA** RMA number, or not matching material or quantity approved on the RMA will be refused. Product should be returned in the original **Spheros NA** box. Customers will be notified of denied claims which will be held for no more than 30 days and then scrapped, unless the customer request the products be returned to them freight collect. The RMA number must be clearly identified on each and all cartons being returned, to be accepted by the **Spheros NA** receiving department.

## RETURN PROCEDURES

**Spheros NA** distributors must initiate return procedures by requesting a "Return Materials Authorization" (RMA) and returning the request to **Spheros NA**. All return request must be submitted in writing, or email. All documentation and cartons must contain the RMA number, if not the product may be returned at the customer's expense. A copy of the RMA number must be clearly written on each package.

Freight charges for returned product(s) are the responsibility of the distributor and all products/merchandise must be returned "Freight Prepaid". Any product being returned by any means other than freight prepaid will be refused by our Receiving Department and returned at the distributors' expense.

Returns will only be accepted at **Spheros NA Elkhart**. All returns should be shipped to 22150 Challenger Dr., Elkhart, IN 46514.

Any product returns for other than warranty will be subjected to a minimum 25% restocking fee for items purchased within 90 days. Products returned between 90 days and 180 days are subject to a minimum 50% restocking fee. Any product returned opened or damaged may be returned to the distributor at the distributors' expense or subject to a re-boxing fee in addition to the restocking fee. If returned to the distributor, no credit will be issued against the RMA. Product must be in original carton, unopened and in resalable condition before return credit will be considered.

Product must have been purchased within the past (6) months from date of return request to be eligible for non-warranty return consideration. No special-order products or merchandise may be returned for credit.

All credits on returned product will be applied to account balance only. NO checks will be issued for a credit balance. Distributors will only receive credit based on the original invoiced prices for items approved for return, less applicable discounts or fees for product returned to **Spheros NA**.

Unauthorized returns will be returned to the distributor at the distributor's expense.

Product returned must be in resalable condition. That is, product must be undamaged, carry an identifiable **Spheros NA** part number, and be in the original unopened cartons. Testing may be required before credit can be issued. If testing is required, additional charges for testing may be assessed. Distributors will be contacted by **Spheros NA** if any product is ineligible for credit or if any discrepancies arise. The distributor is responsible for the decision to return the ineligible product, "Freight Collect" or scrapped without receiving credit. Any products returned to **Spheros NA** that were purchased from sources other than **Spheros NA** will be assessed a \$25.00 processing fee, and returned to the sender "Freight Collect".

## PARTS CLAIMS WILL BE REJECTED IF:

1. Upon inspection by **Spheros NA**, the part is found to be unsatisfactory and not within manufacturing or manufacturers standards.
2. The part is damaged due to improper installation, abuse, misuse, improper removal, defacement, or visible shipping damage.
3. The part is not manufactured or furnished by **Spheros NA**.
4. The claim is over 30 days old from the date the RMA was issued.
5. Part is returned without proper authorization.
6. Any parts are returned to **Spheros NA** without shipping/packing to prevent damage in transit will be denied.

SPHEROS NA DISCLAIMS ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE; EXPENSE FOR TRAVEL, LODGING, LOST INCOME OR REVENUE, TRANSPORTATION CHARGES OR LOSS OR DAMAGE OF PERSONAL PROPERTY. SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY IS THE ONLY EXPRESSED WARRANTY BY SPHEROS NA AND NO DEALER OR SERVICE FACILITY IS AUTHORIZED BY SPHEROS NA TO MODIFY OR EXTEND IT. ANY IMPLIED WARRANTIES, INCLUDING WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, OR WARRANTY OF MERCHANTABILITY, ARE EXPRESSLY LIMITED IN DURATION TO THE SAME PERIOD AS THE EXPRESSED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY IS NULL AND VOID IF THE PART HAS BEEN MODIFIED IN ANY WAY AND/OR IF A COPY OF THE ORIGINAL PURCHASE RECEIPT CAN NOT BE PRESENTED AT THE TIME OF RETURN. IN ADDITION TO THE ABOVE RIGHTS, THE PURCHASER HAS CERTAIN LEGAL REMEDIES PROVIDED BY THE MAGNUSON MOSS WARRANTY ACT, PUBLIC LAW 93-637. YOU MAY ALSO HAVE CERTAIN RIGHTS UNDER STATE LAW.

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