

## WARRANTY AGREEMENT

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### WARRANTY CLAIM FORM SAMPLES

## 1) WARRANTY POLICY

### a. CONDITIONS AND LIMITS OF WARRANTY:

IPC products are warranted to be free from defects in material and workmanship for a period specified below provided:

- i. The equipment is used according to IPC recommended usage as specified in a technical quotation or in the product technical manual provided with the equipment, or both.
- ii. The warranty will start from the date of shipment from the factory.
- iii. IPC liability is limited to repair of, refund of purchase price paid for, or replacement in kind at IPC sole option. In no event shall IPC be liable or responsible for incidental or consequential damages, even if the possibility of such incidental or consequential damages has been made known to IPC.
- iv. The usual maintenance and replacement type products or consumable components are not covered by this warranty.
- v. Damage or lack of performance caused by the following conditions are not covered under this warranty:
  1. Operating the equipment beyond its operating limits.
  2. Customer performed equipment modification.
  3. Contamination from external sources or misapplication or use of equipment within a system.
- vi. Service not specifically authorized by IPC, or in accordance with exceptions stated herein, may void the warranty and any resulting charges or subsequent claims will be paid at the sole discretion of IPC.
- vii. Products repaired or replaced under warranty shall be warranted for the unexpired portion of the warranty applying to the original product.
- viii. The warranties expressed in this section are in lieu of and exclusive of all other warranties. There are no other warranties, expressed or implied, except as stated herein.
- ix. There are no implied warranties of merchantability or fitness for a particular purpose, which are specifically disclaimed.

## b. WARRANTY TERMS BY PRODUCT

### i. REFRIGERATED CHILLERS

1. IPC refrigerated chillers are warranted to be free from defects in material and workmanship for a period of 12 months from date of startup but not to exceed 18 months from original date of shipment to the end user.
2. This warranty applies to the refrigeration compressor, refrigeration, components, exchangers, structural parts, electrical parts, instrumentation and controls.
3. IPC will provide parts and compensation for standard labor and mileage, within guidelines stated herein, for warranty service on those stated items.
4. IPC refrigerated chiller warranty does not apply to normal maintenance such as drain and condenser cleaning as detailed in the Technical Manual supplied with each Chiller or hot gas bypass valve adjustment as it is affected by installation related conditions.
5. IPC will provide parts and compensation for standard labor and mileage, within guidelines stated herein, for warranty service required on those stated items.
6. Normal maintenance such as drain cleaning and consumable element replacement is not covered by this warranty.

## 2) PRODUCT WARRANTY SERVICE AND CLAIMS PROCEDURE

### a. CONTACT IPC TO IDENTIFY PROBLEM & OBTAIN RM NUMBER

- i. When contacting IPC, be prepared to provide details of the unit and problems in order for IPC to authorize service and/or a corrective action.
- ii. You will be issued a **Warranty Claim Number**. Returned material or claims will not be processed by IPC without an **Warranty Claim Number** referenced on the accompanying documentation.  
Distributors should understand that an authorization number is not a blanket agreement that a defect in material and/or workmanship exists; therefore, **issuance of a Warranty Claim Number is not an absolute guarantee of warranty coverage**. In cases where IPC requests the return of a unit or any part thereof, a final determination will be made once the defective part(s) are returned and evaluated. Please note, if parts are found not to be defective, credit for material will not be issued and freight charges will be back charged to distributor account. However, any other expenses incurred by IPC for analysis will not be passed on to the distributor.
- iii. The Warranty Claim Report(s) explained in this policy must be utilized to record the necessary information. (See Appendix A for a copy of the form and a more detailed explanation of required data.) The form must be mailed, faxed, or e-mailed, along

with any other supporting documents, to the Technical Support Group at IPC. The following information must be submitted on the Warranty Claim before IPC can begin the evaluation and processing of the warranty claim:

1. Model Number & Serial Number, Customer Name & Address, Unit ship date, unit start-up date, and date(s) of repair.
2. A detailed description of the problem and information that can assist IPC and the distributor in planning repair actions as well as in facilitating the credit evaluation process. Complete the Refrigerated Chiller detail form to accompany the Warranty Claim Report. If assistance is required in the completion of the required paperwork, please contact IPC Technical Support Group at 1-855-200-3134.
3. A **Warranty Claim Number** must be obtained from IPC Technical Services Group prior to performing any repair.

**IMPORTANT NOTE:** At the time of the request for a **Warranty Claim Number**, IPC Technical Support Group may provide assistance and recommend optimal troubleshooting techniques thus ENSURING THE MOST EXPEDIENT RESOLUTION OF EQUIPMENT PROBLEMS. Often a simple mechanical adjustment recommended over the phone is enough to solve the problem. IPC recognizes that some repair situations are urgent matters for the customer and thus may not allow the time to obtain such approval prior to serving the customer. In these cases, the distributor is still required to contact the Technical Support Group by the end of the next business day and obtain a **Warranty Claim Number** before any warranty claims will be considered. IPC Technical Support Group will evaluate the occurrence and make an initial determination if there is a non conformance to be covered under warranty and how the problem should be corrected. A Warranty Claim Number will then be issued for an initial troubleshooting service call if deemed necessary by IPC

4. Provide an estimate of repair labor costs and travel time. If for any reason expenses are expected to exceed the guidelines for labor, mileage and expenses as stated in Sections 3 and 5, additional authorization must be requested from IPC Technical Support Group. If the distributor fails to obtain approval in advance, the distributor is responsible for cost overrun. IPC realizes that in some emergency cases overtime is required to provide critical support to our end user customers. It is the responsibility of the distributor to obtain authorization in advance from IPC prior to working overtime.

#### **b. FACTORY REPAIR OR REPLACEMENT OF EQUIPMENT**

- i. Under certain circumstances, IPC may decide that the replacement or factory repair of a piece of equipment is necessary.
- ii. IPC must authorize the return of the equipment to the factory for evaluation and/or repair. For replacements, the distributor must issue a purchase order to IPC and IPC will invoice the distributor for the replacement equipment.

- iii. The **Warranty Claim** (Section 2.a.ii) **Number** should be placed on both the bill of lading (marked for A.M. delivery) and on the outside of the shipping container.
- iv. Upon receipt and evaluation of the defective equipment, the credit request will be processed. If the evaluation confirms that the product has failed to perform due to defective materials or workmanship, IPC will compensate the distributor for the associated removal and re installation costs of equipment as stated in Section 4. **All compensation will be in the form of a credit issued to the distributor's account.**
- v. All units replaced must be returned to IPC for examination and evaluation within 30 days of authorization. Failure to return material within 30 days will result in denial of the warranty claim

#### c. REPLACEMENT PARTS

- i. Service parts are warranted against defects in material and workmanship for a period of ninety (90) days after installation of one (1) year from the date of shipment from factory, **(parts replacement only, no labor will be paid)** whichever occurs first. IPC invoice number and invoice date are required for all parts' warranty claims.
- ii. Any parts used for repair of equipment covered under warranty must be genuine IPC replacement parts unless specifically authorized by a factory representative.
- iii. Upon requirement of replacement parts, IPC will determine if the return of a defective part(s) is required.

NOTE: The packing list and invoice paperwork generated by IPC will include a message stating that parts return is required. If there is no message stating parts return is required, Warranty Claim will be processed without any part return.

- iv. For instances where no return is required, the necessary parts will be shipped at no charge.
- v. In the event that IPC required the return of the defective part(s), a purchase order to ship the part(s) is required. The part(s) will be invoiced at the time of shipment and a credit issued upon receipt and an evaluation of the part(s) in question.
- vi. Appropriate parts returns must be returned to IPC for examination and evaluation within 30 days of authorization. Failure to return material within 30 days will result in denial of the warranty claim.

#### d. EXCLUSIONS

- i. Failures determined by the distributor or IPC not to have resulted from a defect in materials or workmanship are not covered under this warranty.
- ii. The circumstances of any exclusion or claims denial should be explained and agreement be made with the customer regarding financial responsibilities of the repair.

- iii. Excessive labor charges because of equipment location, security checks, excess waiting time, etc., should be charged to the customer.
- iv. Freight/Shipping damage is not considered to be warranty failure. The customer is responsible for filing freight damage claims.
- v. The Technical Support Group is committed to assisting all customers in the best possible manner to correct any problem that may arise from the operation of the equipment. IPC cannot be held responsible for **rental equipment** or any **consequential damage** said to be caused by the equipment or any part thereof.

#### e. GENERAL CLAIM REIMBURSEMENT PROCEDURE

- i. When submitting a warranty claim, IPC should be invoiced in the same manner as if the end customer were being billed for repair.
- ii. Use the **Warranty Claim Number** as a reference purchase order number.
- iii. A copy of the Warranty Claim Report and appropriate detail report(s) must be enclosed with the invoice.
- iv. The claim report must be completed with all requested information before any consideration can be given to the claim.
- v. When describing the work performed, please be as accurate and explicit as possible, since we can only reimburse you for the work as it is explained on the claim form. If additional explanation is necessary or requested, please attach this information to the claim form on a separate sheet of paper.
- vi. So that IPC can ensure prompt response to all claims, and assure the end customer's satisfaction with warranty repairs, claim forms must be submitted to the Technical Support Group within thirty (30) days of completion of the
- vii. Warranty Work. No claim processing can be completed until all forms have been received and evaluated.
- viii. Payment is rendered in the form of a credit to the Distributor account to be used against open balances and/or future purchases.
- ix. Distributor's who employ the service of contractors to repair IPC products, are required to invoice IPC for warranty claims. Payments will not be made to the service contractors directly unless previous service agreements have been made.

### 3) REIMBURSEMENT FOR WARRANTY SERVICE

#### a. Labor

IPC philosophy on warranty service is that it is a joint effort to get customer problems resolved as quickly and economically as possible. Unlike air compressors, chillers do not require significant routine service. (Refer to Chiller Manual for maintenance requirements).

When chiller warranty service is required, only the reasonable service rates stated within this policy apply.

- i. IPC Technical Support Group will pay up to a maximum rate of **\$65.00 per hour** for all equipment warranty repairs when labor coverage is applicable.
- ii. The Technical Support Group must first approve weekend, holiday and premium time spent to repair equipment in warranty.
- iii. All hours worked will be paid on standard per man, per hour basis. The suggested Labor Hour Schedule (Section 5) will be used to credit the labor hours required to repair various refrigerated and desiccant air dryers. These hours take into consideration such things as the “generalist expertise” of the average repair technician, adverse conditions encountered in field, service work, troubleshooting, and testing the repaired equipment.
- iv. The Technical Support Group, as a guideline to monitor repair charges, will use the labor schedules. If you feel that the work to be performed is not included in the list or that the work will require more than the Labor Hour Schedule allows, please contract the Technical Support Group prior to proceeding with any work. The best course of action to resolve the problem will be determined at that time.
- v. We **do not** normally allow or pay to have a helper assist on any warranty repairs. If you feel that the work will require more than one service technician, please call the Technical Support Group for authorization.

#### **b. Mileage**

- i. Mileage consisting of more than **150** miles, one way, must be pre-approved by the Warranty Services Department.
- ii. Mileage will be paid at a rate not to exceed **\$0.55** per mile, regardless of the labor rate in effect. The mileage rate will be reviewed periodically and revised if necessary.

#### **c. Travel Time**

- i. Travel time is figured on a per man, per hour rate and will be reimbursed at a rate not to exceed a maximum of **\$55.00** per hour.
- ii. Hours allowed for travel time will be based on an average speed of 45 M.P.H. (i.e., 45 miles travel round trip at an average of 45 M.P.H. would equal one hour travel time).
- iii. IPC will pay for the actual travel time to and from the job site. IPC will not pay parking fees, security checks, special marine or offshore rates, extended waiting time, meals or lodging unless prior authorization is obtained from the Technical Support Group.

**d. Parts**

- i. All parts used for repair of equipment covered under warranty must be genuine IPC replacement parts unless specifically authorized by a factory representative in writing.
- ii. Upon requirement of replacement parts, IPC will determine if the return of a defective part(s) is required.
- iii. For instances where no return is required, the necessary parts will be shipped at no charge.
- iv. In the event that IPC decides that the return of the defective part(s) is necessary, a purchase order to ship the part(s) is required. The part(s) will be invoiced at the time of shipment and a credit issued upon receipt and evaluation of the part(s) in question.
- v. When a part is required for an "In Warranty" repair, a purchase order is required before the replacement part can be shipped.
- vi. The Technical Support Group will pay the cost of **standard transportation** only for the shipping and return of the defective part(s).
- vii. The Distributor/Service party must, upon IPC request, submit any defective parts removed/replaced during warranty repair. Scrapped parts such as gaskets, refrigeration filters and other small perishable items normally do not have to be returned.

**e. Small Chiller Labor Allowance**

One time labor allowance to remove and install models up to and including **2 TON** will be paid at a flat rate scale not to exceed \$275.00.

**4) RETURN OF PARTS AND EQUIPMENT****Freight & Shipping Instructions**

- a. Materials must be returned in accordance with stated warranty guidelines.
- b. The following information **MUST** be listed on the shipping documents.
  - Distributor's Name
  - Shipping Address
  - Phone Number
  - Mark for AM Delivery Only
  - Part Number
  - Return Material Number
- c. Material within UPS weight limits should be shipped UPS. Items above these parameters must be shipped by commercial carriers collect as stated below:

**CANADA:**

**NEW ENGLAND:**

**MID-ATLANTIC:**

**SOUTHEAST:**

**MIDWEST:**

**OTHER REGIONS:**

## 5) WARRANTY SCHEDULES

### a. Refrigerated Product Schedule (Chillers)

The following labor schedule lists the maximum labor, in man-hours, accepted by the Technical Support Group to perform specific tasks on Refrigerated Chillers. A cumulative total number of billable labor hours can be determined by adding the allowable labor hours listed for each task performed.

The schedule times provide guidelines useful for monitoring repair charges on units with capacities of one (1) Ton and above.

<u>TASKS</u>	<u>LABOR*</u>
Troubleshooting	1.00 hour
Compressor replacement up to 4hp (Sweat Conn.)	2.00 hour
Compressor replacement above 4hp. (Sweat Conn.)	3.00 hour
Compressor replacement (All Roto-Lock Conn.)	1.50 hour
Fan Motor replacement	2.50 hour
Fan Blade replacement	1.00 hour
Fan switch replacement	1.00 hour
HGBP valve replacement up to 2 hp	1.50 hour
Thermo expansion valve replacement	1.50 hour
Condenser replacement	3.00 hour
Rebuild/replace trap	1.00 hour
Crankcase heater replacement external	1.00 hour
Digital controls replacement	1.00 hour
Electrical controls replacement	1.00 hour
Freon leak check	1.00 hour
Freon leak repair flare fitting TXV system	0.50 hour
Freon leak repair flare fitting cap tube system	0.50 hour
Freon leak repair braze joint	1.00 hour
Recover, evacuate & recharge to 4hp	2.00 hour
Recover, evacuate & recharge above 4 hp	4.00 hour
Water regulating valve replacement	2.00 hour
Transducer/Probe	1.00 hour
Gauge replacement	1.00 hour
Fuse Replacement	0.50 hour
R134A	\$5.50 lb

Since the proficiency of Service Personnel varies for any given task, the above guidelines are liberal enough to ensure adequate compensation for service work done.

\*Time may vary depending on location, accessibility, etc.

## “APPENDIX A” WARRANTY CLAIM REPORT DETAIL INSTRUCTIONS

The information included in the warranty claim form allows us to track and remedy any repetitive failures promptly and accurately. Follow the instructions below when completing the Warranty Claim Form.

1. **Date Information**-Fill in the month, day and year that the unit was started up as well as the actual date (month, day and year) work was performed on this equipment. If job lasts more than one day, list each day's repair activity.
2. **Warranty Claim Number**-The return material and authorization number issued by the Technical Support Group for tracking the repair. This number should also be used as a reference purchase order number on the invoice submitted for the repair.
3. **Distributor & Job Location**- Provide the Distributor information as well as company (owner's) name and complete address including city and state of the site where the service work was performed.
4. **Chiller & Installation Information**-List the model number, serial number and a complete description of the equipment application.
5. **Descriptions of Work Performed**-First describe the original problem or complaint and explain what was found to be the problem or problems with the equipment. List exactly what work was completed to correct each problem. If additional space is needed to provide adequate detail, simply attach additional pages as required.
6. **Parts Supplied by Factory**-List any parts shipped from the factory as warranty replacement which were used specifically for the repair of the equipment listed on the claim. Do not include the prices for parts. This will be credited against your warranty order.
7. **Parts Supplied By Distributor/Contractor**-List all parts used in making repairs to the unit, which were removed from the Distributor's stock or purchased from an outside vendor. On any outside purchased parts, you must include a copy of the invoice covering the purchased parts with the claim. If you purchase parts that IPC has in stock, you will be reimbursed IPC equivalent price.
8. **Labor & Travel Information**
9. **Round Trip Mileage**-Indicate the total miles to and from the job site. This should be calculated from the odometer readings of the service vehicle. Remember, any mileage exceeding 300 miles round trip must first be approved by the Technical Support Group.
10. **Travel Hours**-Indicate the total travel time as calculated in Section 3.c. Do not include any labor time at the job site.
11. **Time on the Job**-Indicate the total time spent correcting the problem only. Do not include any travel time. Labor allowances must be in accordance with the Warranty Schedule in Section 5I unless specifically authorized by the Technical Support Group.

12. **Multiple Trips-**In the event that multiple service trips or trips or time on the job exceeds eight (8) hours, provide additional details and a break down of expenses on a per trip basis.
13. **Detail Report Forms-** In addition to the primary Warranty Claim Report, detail report forms (appropriate for product type) are provided for recording additional operating and application information. Fill in all available instrumentation readings available as well as other appropriate sections. For example, when reporting the repair of a refrigerant leak, all details in the Refrigerant Leak, Evacuation & Charging Sections must be completed. Compressor replacement details may be left blank.
14. **Summary-** When the warranty claim invoice has been received and reviewed by the Technical Support Group, there may be a need to return the claim to the sender for clarification or more information. This information must be submitted and returned within thirty (30) days.