# SPHEROS

# PIERCE 18 MONTH/UNLIMITED MILE WARRANTY

Spheros North America, Inc., hereinafter referred to as "Spheros NA", warrants its products to the original purchaser, subject to normal use and service, for a period of 18 months/unlimited miles, from the date of equipment installation, and while in possession of the original owner.

Spheros NA agrees to repair or replace with a new or repaired part, any part of a Spheros NA unit which, after inspection has proven to fail because of a manufacturing defect, within the warranty period. Replacement of a defective part within the warranty period will include labor for replacement at factory established rates if performed at any authorized Service Center. Compensation at factory established rates for loss of refrigerant will be paid only when caused by a defective part and if the defective part itself was under warranty at the time of failure.

#### 1. Handling of Warranty Claims.

## CONDITIONS OF WARRANTY

- A. Should a failure occur to an Spheros NA component under warranty, call Spheros NA at (574) 264-2190 for authorization (**pre-authorization is required before work is performed**) and return the vehicle to the installer or dealer from whom the air conditioning was purchased. Present your copy of the warranty registration card. He will make the necessary repairs to the system or replacement parts as covered by the warranty.
- B. If it is not possible to return to the original dealer, take the vehicle to any convenient Spheros NA dealer and present your Warranty Card. He will contact the factory for authorization for the necessary repairs. Should you be unable to locate an authorized Spheros NA dealer, contact the factory and you will be assisted.

### 2. EXCLUSIONS FROM WARRANTY

- THIS WARRANTY SHALL NOT APPLY TO:
  - A. Any part or parts of products becoming defective as a result of negligence, accident, or other casualty.
    - Owner's failure to provide normal maintenance such as lubrication of engine, tightening belts, cleaning coils, loss of refrigerant, drier replacement or improper voltage or electrical connections.
  - C. Improper installation, repair, or alterations.
  - D. Operation in a manner contrary to Spheros NA's printed instructions.
  - E. Any parts or products which have been repaired or altered outside of Spheros NA's factory unless specific written authorization for such repair or alteration has been issued by Spheros NA.

### 3. Conditions.

B.

- A. Spheros NA neither assumes nor authorizes any person to assume for it, any obligations or warranty other that herein stated.
- B. Spheros NA reserved the right to make changes in design or improvements of its products or parts thereof without obligations to make or install such changes or improvements in or upon products covered in this warranty.
- C. Remedies available to the owner for breach of the A/C Factory Warranty are expressly limited to an action to recover the cost of repairs or replacement due hereunder.
- D. Repair or replacement of any part or parts of the products under this Warranty shall not extend this Warranty with respect to such repaired or replaced part or parts beyond the warranty period.
- E. Spheros NA does not warrant the workmanship of the installer and will not bear any cost due to faulty or incorrect installation or shipping damage.
- F. Spheros NA will not be liable for loss of time, labor, equipment, rental, or other expenses while products are out of service.
- G. Spheros NA shall credit authorized dealers for labor for replacement or repair of defective parts discovered during the first 60 months/unlimited mileage after installation, per the published schedule of labor allowance in the Warranty Policy and Procedures Manual
- H. This Warranty shall remain in effect, for the aforementioned 18 months/unlimited miles when the equipment is properly installed, serviced and operated under normal conditions according to Spheros NA's instructions.
- I. Items such as filters, belts, pulleys, tensioners, driers, lubricants. etc. are considered expendable and not covered under warranty.

#### 4. Requirements.

- A. Spheros NA requires standard preventative maintenance to be performed at intervals of no less than 1 year or 50k miles, whichever occurs first. Spheros NA standard preventative maintenance guidelines, available at www.spheros.com/us\_en/Service/Warranty
- B. Spheros NA requires all parts used for standard preventative maintenance be purchased from Spheros NA directly or an Spheros NA certified parts distributor at the customer's expense. Customers are required to retain documentation proving the purchase of these parts and documentation proving the service was performed by an Spheros NA certified service center. Failure to do this will void all Spheros NA warranty coverage immediately.

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 UNLESS THE WARRANTY REGISTRATION CARD IS COMPLETED AND MAILED TO SPHEROS NA WITHIN THIRTY DAYS OF THE DATE OF ORIGINAL RETAIL PURCHASE. 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.

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