WARRANTIES

NAPA Temp Products warrants to its direct purchasers for resale that all such products (other than compressors, equipment and tools) will be free from defects in material or workmanship and carry a limited lifetime warranty from date of original installation, except as set forth below. NAPA Temp Products will, at its option, repair, replace, or issue a credit (based on original net selling price) for such products if proven within such period to be defective. Exceptions to the period of such warranty and additional conditions are as follows:

- 1. Except as provided below, the period of the warranty for air conditioning compressors is two (2) years or 24,000 miles (whichever comes first) from the date of original installation. The warranty for compressors is subject to the following additional conditions:
 - 1.1 In R-12 or R134A compressor applications, other than commercial (such as police cars, construction equipment, taxis, etc.) agricultural and heavy duty trucks, NAPA Temp Products extends a two year or 24,000 mile warranty to its purchasers for resale if at the time of compressor installation, the following procedures are as follows:
 - 1.1a The A/C system must be cleaned with an approved flush using an approved flushing method. NAPA Temp Products recognizes either R141b (Dura Flush) or approved power flushing equipment utilizing their approved solvent. Flushing must be done in accordance with NAPA Temp Control's instruction sheet provided with Dura Flush or the special installation sheet that comes with the compressor. The only option to flushing is the installation of an in-line filter.
 - 1.1b The filter drier or accumulator must be replaced.
 - 1.1c If applicable, the orifice tube or liquid line containing the orifice tube must be replaced. If the liquid line with a built in orifice tube is not available, the installation of an orifice tube repair kit will satisfy the warranty requirements.
 - 1.1d The thermostatic expansion valve must be inspected and the inlet screen cleaned if the valve is so equipped. The valve itself may also require cleaning.
 - 1.1e The fins of the condenser and radiator must be checked for proper airflow or any obstructions or restrictions. In certain specified applications involved with compressor failures, the condenser should be replaced. Refer to compressor installation guide for more details.
 - 1.1f The fan clutch or electric fan must be checked for proper operation.
 - 1.1g The compressor clutch's air gap must be checked prior to installation (refer to OEM or compressor manufacturer's specifications).
 - 1.1h The correct type and amount of refrigerant oil must be added (refer to OEM or compressor manufacturer's specifications).
 - 1.1i The compressor shaft (not just the clutch pulley) must be turned a minimum of ten times to clear oil from the compressor after the hose assembles have been attached. A spanner wrench maybe required to turn the compressor shaft over.
 - 1.1j The compressor clutch's electrical circuit must be checked for proper voltage (refer to OEM or compressor manufacturer's specifications).

- 1.1k The entire A/C system must be evacuated for a minimum of forty-five minutes if the temperature is above eighty degrees. If the temperature is below eighty degrees or a dual air system is being serviced the minimum duration of the evacuation is sixty minutes.
- 1.11 Only R12 and R134a are approved refrigerants for use with NAPA Temp compressors.

RETURNING A COMPRESSOR FOR ALLEGED WARRANTY:

The shop ticket or receipt <u>must</u> accompany the returned compressor and <u>must</u> show the installation of the filter-drier/accumulator; orifice tube and the flushing of the A/C system components in conjunction with the installation of the compressor. The shop ticket or receipt must further indicate the type of flushing agent used. An in-line filter can be utilized in place of flushing, but must be shown on the shop ticket or receipt. In the event of a compressor failure, the purchaser <u>must</u> return the compressor, filter-drier/accumulator; orifice tube and in-line filter where applicable, along with the original shop ticket or receipt. In-line filters, orifice tubes, flush and filter-drier/accumulators will also qualify for repair, replacement, or credit within terms of this warranty policy. This warranty covers defects in material or workmanship only. This warranty does not cover compressor failure due to system contamination. Failure to follow the above requirements will void all warranties on compressor and on all other components replaced at the time of compressor installation.

- 1.2 Commercial, agricultural and heavy duty truck R-12/R134A compressor applications require the same installation and services procedures set forth in 1.1 above, except that the period of such warranty is one (1) year or 100,000 miles (whichever comes first) from date of original installation, rather than a two (2) year or 24,000 mile warranty.
- 1.3 The warranties in 1.1 and 1.2 above also apply to applications of compressors when converting an OEM R-12 system to an R-134A system if NAPA Temp Product's conversion guidelines are followed.
- 1.4 Any compressor identified as "R-12 only" when used on an OEM R-134A system is excluded from all warranties either expressed or implied.
- 1.5 The use of any refrigerant other than R-12 or R134A will <u>void</u> all warranties on any NAPA Temp compressor returns.
- 2. The period of the warranty for centrifugal and thermostatic fan clutches is a <u>Limited Lifetime</u> when in normal use on passenger cars or light trucks. The period of the warranty for the commercial applications is four (4) months or 30,000 miles (whichever comes first) from the date of original installation.

TOOLS AND EQUIPMENT

NAPA Temp Products warrants to its direct purchasers for resale of tools and equipment that all such products will be free from defects in material or workmanship for a period of one (1) year from the date of resale to the installer/user, and NAPA Temp Products will: (i) if not a vacuum pump, electronic leak detector, manifold gauge set, electronic scale, diala-charge unit, florescent leak detector, refrigerant identifier, pyrometer, electronic thermometer or power flush equipment (collectively the "Specified Product Groups") repair, replace or issue a credit (based on original net selling price) for the product if proven within such period to be defective, at NAPA Temp's option, or (ii) if a product in the Specified Product Groups, issue a credit (based on original net selling price) for the product if proven within thirty (30) days of resale to the installer/user to be defective, or repair or replace the product, at NAPA Temp Product's option. If a service tool kit is alleged defective, it must be returned in its entirety unless specified otherwise. If not specified, credit less missing parts will be given (subject to the conditions of the warranty.)

REPAIR AND RETURN POLICY FOR SPECIFIED PRODUCT GROUPS (WARRANTY AND OUT OF WARRANTY)

After 30 days, vacuum pumps, electronic leak detectors, manifold gauge sets, electronic scales, dial-a-charge units, florescent leak detectors, refrigerant identifiers, pyrometers, electronic thermometers and power flush equipment must be handled on a <u>Repair Basis Only</u>. Contact your NAPA Heating and Cooling Representative for repair locations and procedures.

WARRANTY DETERMINATION, CONDITIONS AND LIMITATIONS (APPLICABLE TO ALL THE PRECEDING WARRANTIES)

NAPA Temp Products will not reimburse purchaser for the cost of removing or returning the failed or defective unit, except as provided for by the NAPA Peace of Mind program. NAPA Temp Products will not reimburse purchaser for the cost of installing the replacement unit or replacing any other parts or for other expenses, charges or damages, except as provided for by the NAPA Peace of Mind program. NAPA Temp Product's obligation under all warranties set forth in these policies with respect to a product will cease and expire upon the expiration of the warranty period applicable to that product.

NAPA TEMP PRODUCT'S OBLIGATION UNDER THE WARRANTIES SET FORTH IN THESE POLICIES ARE EXPRESSLY IN LIEU OF THE EXCLUSION OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL NAPA BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN STRICT LIABILITY, CONTRACT INCLUDING WARRANTY, OR IN TORT INCLUDING NEGLIGENCE) NOR FOR LOST PROFITS, NOR SHALL NAPA'S LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEEDS THE PURCHASE PRICE OF THE PRODUCTS. THIS LIMITATION ON NAPA TEMP PRODUCT'S LIABILITY SHALL APPLY TO ANY LIABILITY FOR DEFAULT UNDER OR IN CONNECTION WITH THE GOODS, PARTS, OR SERVICES DELIVERED HEREUNDER. WHETHER BASED ON WARRANTY, FAILURE OF OR DELAY IN DELIVERY, OR OTHERWISE. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

THE WARRANTIES SET FORTH IN THESE POLICIES ARE MADE TO, AND ONLY TO, NAPA TEMP PRODUCT'S DIRECT PURCHASERS FOR RESALE, SUCH PURCHASERS ARE SOLELY RESPONSIBLE FOR ANY WARRANTIES THEY CHOOSE TO MAKE TO THEIR CUSTOMERS AND NAPA SHALL NOT BE RESPONSIBLE FOR SUCH WARRANTIES IN ANY WAY.

Warranty determination is the sole responsibility of NAPA Temp Product and no one is authorized to act on NAPA Temp Product's behalf. Defective parts will be inspected according to NAPA Temp Product's standard, and NAPA Temp Products alone will verify the alleged defect and the purchaser's compliance with the conditions of this warranty.

In no event do any of the previously listed warranties cover freight or shipping damage, damage from dropping, cosmetic damage, batteries, clogged expansion valves and/or orifice tubes, malfunctioning fuses, relays or switches. Any of the following conditions automatically void any warranty or obligation by NAPA Temp Products: abuse, alteration, improper installation, maintenance or use, failure to service at recommended intervals and failure to follow printed instruction. The above warranties are further subject to the following conditions:

- 1. Written notice to NAPA Temp Products must be given within thirty (30) days after the discovery of the alleged defect describing the type of product, date of resale and installation, nature of alleged defect, and containing the original and all subsequent repair orders or receipts relating to the resale and replacement of the product.
- 2. The alleged defective product must be returned to NAPA Temp Products, shipping charges prepaid, upon written request from NAPA Temp Products and to the place designated by NAPA Temp Products.
- 3. The alleged defective product must have been installed in accordance with instructions furnished with the merchandise and stated in service manuals generally accepted in the trade.
- 4. The warranty for air conditioning compressors is further subject to the conditions set forth in paragraphs 1.1 through 1.5.

WARRANTY PROCEDURES FOR ITEMS OTHER THAN THE SPECIFIED PRODUCT GROUPS:

Prior to making a return, a list of items with quantities must be submitted for approvals to your representative. Returns must be individually boxed and shipped freight prepaid to:

In U.S.A.:

NAPA Temp Products 2450 Grapevine Parkway, Suite 200 Grapevine, TX 76051

Each item should be tagged with the specific customer complaint, if known. A tag bearing the complete name, area code and phone number and address of the customer must be included.