



## CMP Corporation Compressor Warranty

### COMPRESSOR WARRANTY, DISCLAIMER AND INSTRUCTIONS TERMS AND CONDITIONS

**DISCLAIMER: EXCEPT FOR THE LIMITED WARRANTY AS SET FORTH HEREIN, CMP® CORPORATION DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, NO WARRANTY IS MADE AGAINST DETERIORATION OR CORROSION AFTER SHIPMENT.**

**WARRANTY SHALL NOT BE EXTENDED TO ANY COMPRESSOR THAT HAS BEEN SUBJECTED TO LIQUID SLUGGING, IMPROPER VOLTAGE OR INSTALLATION INTO CONTAMINATED SYSTEMS.**

**LIMITED WARRANTY: CMP® CORPORATION WARRANTS ALL PARTS ARE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF TWO (2) YEARS FROM DATE OF RECEIPT OF THE COMPRESSOR START UP CARD BY CMP® CORPORATION. OUR EXTENT OF LIABILITY IS LIMITED TO REPLACEMENT OF THE DEFECTIVE MERCHANDISE.**

**LIMITATION OF LIABILITY: IN NO EVENT WILL CMP® CORPORATION BE LIABLE TO BUYER FOR ANY LOST PROFITS, LOST SAVINGS OR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF BUYER'S USE OR INABILITY TO USE THE PRODUCT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WARRANTY MAY BE VOID WHERE DATE OF ACTIVATION ON COMPRESSOR START UP CARD IS NOT WITHIN TWO (2) YEARS OF DATE OF PURCHASE.**

**CLAIMS:** All claims for defective merchandise must be submitted in writing to CMP® Corporation within thirty (30) days of operational failure or any and all such claims are void. CMP® Corporation is not responsible for and does not accept charges for loss of refrigerant, oil, freight or labor expenses incidental to the replacement of the rebuilt compressor or parts. CMP® Corporation is not responsible for any accessories, motors, condensers, starting switches and materials or supplies not furnished by CMP® Corporation.

**INSTALLATION:** The merchandise accompanying these Terms and Conditions is a remanufactured compressor. Buyer is responsible for the proper installation of the merchandise in accordance with the instructions of the original equipment manufacturer and in compliance with any federal, state or local codes. If testing paperwork accompanies the compressor, Buyer is responsible for gauging compressor upon start up based on the factors listed on the Compressor Start Up Card accompanying the compressor or found at [cmpcorp.com](http://cmpcorp.com) and returning the card to CMP® Corporation within seven (7) days of the compressor being activated. In the event a Compressor Start Up Card is not received within seven (7) days of compressor activation the warranty may be voided. A Compressor Start Up Card is not required for merchandise not remanufactured or tested by CMP® Corporation. Buyer is responsible for determining and correcting the cause of the failure of the compressor that the merchandise is replacing.

**TESTING:** All compressors built by CMP® Corporation are tested prior to shipment. Paperwork showing test results shall accompany each compressor built by CMP® Corporation. In the event that a compressor is received without testing paperwork, that compressor has not been remanufactured or tested by CMP® Corporation and will only be covered by a warranty of one (1) year from the date of shipment, subject to the same terms listed herein.

**RETURNED GOODS:** Written authorization must be obtained from CMP® Corporation before returning any merchandise. **A copy of the Return Material Authorization received from CMP® Corporation must accompany the returned merchandise. In the event the Return Material Authorization is not received, the merchandise will be not accepted by CMP and will be returned to the Buyer.** CMP® Corporation will be the sole judge of whether merchandise is defective based on a covered condition. Defective merchandise will be replaced for its purchase price credited to buyer if it is returned within our terms. Merchandise not covered by this limited warranty will become the property of CMP Corporation unless the Buyer requests that it be repaired or returned at the Buyer's expense.

**ACCEPTANCE OF TERMS:** The terms set forth in these Terms and Conditions take precedence over any alternative terms in any other document connected with this transaction. Any conflicting terms will not become a part of the contract for sale. Receipt of the merchandise is the consent to these terms. If the Buyer does not consent, the merchandise must be returned to the Seller immediately.

**INDEMNITY:** In the event that the Buyer is not the End User of the merchandise, the Buyer will provide a copy of these Terms and Conditions to the End User prior to installation. Buyer will indemnify and hold harmless CMP® Corporation against any loss or liability arising from any claims resulting from the installation of the merchandise.

**APPLICABLE LAW:** The laws of the State of Oklahoma shall govern this Agreement and the legal relations between the parties without giving effect to any conflict of law provision (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the law of any other jurisdiction.