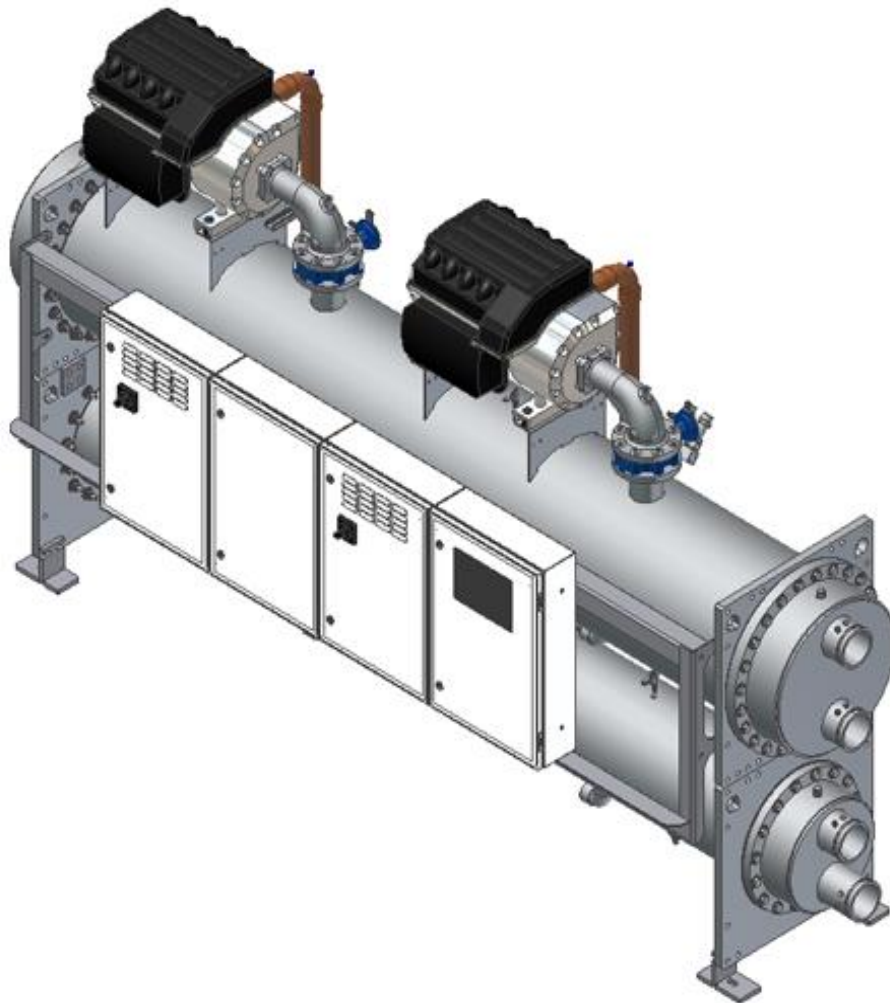


**SMARTD**

Standard Warranties  
(SW)

*Oil-Free  
Centrifugal Chiller*



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## Terms Used In This Document

**SMARTD Authorized Service Contractor (SASC):** A certified contractor having experienced and trained technicians on staff.

**SMARTD Warranty Agent:** SASC.

**Startup:** The point in time at which power is applied to the unit and the unit turned on for the first time. The unit may or may not be continually run from that point on, but it has been started and thus, so has the warranty.

**Compressor:** An integral unit comprising: a two stage variable speed centrifugal compressor, magnetically levitated shaft, and direct drive high efficiency permanent magnet synchronous motor.

**Emergency Service:** Local service required to diagnose minor issues that are part of daily operation. SMARTD warranty service is not intended to be a substitute for local emergency service, and SMARTD expects that the installing contractor or equipment owner be responsible for providing or contracting with a local SASC to provide this capability. SASC warranty service is provided after diagnosis has been performed, and the need for warranty service e.g. due to component failure, has been determined.

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## 1.0 Standard Warranty Terms & Conditions

### Limited Warranty

The seller warrants that upon shipment, the products sold to the buyer shall be as described in the SMARDT submittal document, and shall be free from defects in materials and workmanship for a period of 12 months from start-up or 18 months from the date of shipment, whichever is shorter. Standard Warranty includes labor but excludes refrigerant. Warranty applies only to equipment that has been started by SMARDT direct employees or SASCs.

Optional labor, parts and refrigerant warranties may be quoted under a separate agreement. Please consult SMARDT. It is the customer's responsibility to advise of any and all changes required to affect warranty repairs. Prior to affecting repairs, approval must be obtained from the seller before proceeding with any work. If warranty is in effect and the seller ascertains that the damage was due to an accident, abuse, or misapplication, and the seller has incurred costs in this regard, these charges will be billed to the customer.

This warranty applies only to equipment that is properly installed, maintained and operated under normal conditions and within the presence of competent supervision. In addition, equipment must also be installed, maintained and operated in accordance with the equipment Installation, Operation & Maintenance manual. Company recommendations, if any, made in the submittal document of the said equipment, does not cover physical damage resulting from corrosion, excessive heat or degradation in performance as a result of dirt, dust or other foreign materials. At its option, the seller's obligation under this warranty is limited to factory repair or replacement of any returned part, prepaid, and which upon examination, shall prove to be defective. Freight charges incurred for shipment of warranty repair or replacement parts will be the responsibility of the purchaser.

This warranty shall be void in the case of any equipment which has been disassembled, repaired or tampered with in any way, except when such work has been done with Company written approval.

THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO ITEMS SOLD TO THE BUYER BY THE SELLER. THE SELLER MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND WHATSOEVER. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE, OR COURSE OF DEALING, ARE HEREBY DISCLAIMED.

NOTWITHSTANDING THE FOREGOING, THERE ARE NO WARRANTIES WHATSOEVER ON ITEMS BUILT OR ACQUIRED, WHOLLY OR PARTIALLY, TO THE BUYER'S DESIGNS OR SPECIFICATIONS.

### Limitation of Remedy

THE SELLER'S LIABILITY ARISING FROM OR IN ANY WAY CONNECTED WITH THE ITEMS SOLD TO THE BUYER BY THE SELLER, AT THE SELLER'S SOLE OPTION, SHALL BE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF THE ITEMS SOLD, OR REFUND OF THE PURCHASE PRICE PAID BY THE BUYER. IN NO EVENT SHALL THE

SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS ARISING FROM OR IN ANY WAY CONNECTED WITH ITEMS SOLD TO THE BUYER BY THE SELLER, WHETHER ALLEGED TO ARISE FROM BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, OR IN TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY.

### **Software Programs**

Computer Software Programs that may be included in material or products sold to the buyer, have been designed to perform a standard sequence of operations as defined in the documentation provided, and are offered AS IS. It is the buyer's responsibility to determine if the features of the software programs are suitable for the buyer's requirements. In the event the buyer desires site specific modifications, the buyer is responsible for commissioning, final validation, and cost of upgrades that may be required to conform to future software generations provided by SMARDT.

To obtain assistance under this limited warranty, please contact the selling agency. To obtain information or to gain factory assistance, contact SMARDT Inc., 1800 Trans Canada Highway, Dorval, Quebec, H9P 1H7 Canada; Telephone (514) 683-5585.

### 1.1 1st Year Parts and Labor Warranty

The 1st Year Parts and Labor Warranty extends from a period that is 12 months from startup or 18 months from shipment, whichever is shorter. This warranty applies only to the repair / replacement of parts that fail due to a defect in material or manufacture. Standard terms and conditions apply to this warranty.

Repair to parts or components not provided by SMARDT are not covered.

A SMARDT warranty agent (SASC) must perform warranty repair labor. Labor by others is not covered unless pre-approved by extended warranties and for a specific operation or skill not possessed by the SMARDT warranty agent.

Items covered by this warranty	Items not covered by this warranty*
<ul style="list-style-type: none"> <li>• Labor to repair or replace SMARDT supplied parts that fail in warranty on the unit as originally purchased from SMARDT</li> <li>• Reasonable travel and diagnostic time (provided the labor warranty price calculation included the appropriate distance factor)</li> <li>• Parts and material used to repair the covered unit</li> </ul>	<ul style="list-style-type: none"> <li>• Crane/rigging</li> <li>• Labor to perform maintenance operations</li> <li>• Nuisance calls / emergency service</li> <li>• Unit access problems</li> <li>• Overtime and holiday premium</li> <li>• Repair resulting from condition excluded in standard terms and conditions</li> <li>• Tools</li> <li>• Equipment rental</li> <li>• Refrigerant</li> </ul>

\*This list includes some specific examples of items not covered, but is not an exhaustive list of exclusions. The absence of an item in this list does not mean that the item is covered by the warranty. Items are not covered by the warranty unless expressly stated as included.

All warranties may be voided if a non SMARDT modification is performed to the unit. A 'non-SMARDT modification' can be defined as a repair or alteration not specifically approved by the SMARDT product manufacturing location. An approved modification, however, is not covered by existing warranties.

## 1.2 1st Year Compressor Labor Warranty

The 1st Year Compressor Labor Warranty extends from a period that is 12 months from startup or 18 months from shipment, whichever is shorter. This warranty applies only to the repair / replacement of the parts in the motor / compressor assembly that fail due to a defect in material or manufacture. Standard terms and conditions apply to this warranty.

Repair to parts or components not provided by SMARDT are not covered.

A SMARDT warranty agent (SASC) must perform warranty repair labor. Labor by others is not covered unless for a specific operation or skill not possessed by the SMARDT warranty agent and for which pre-approval has been obtained from SMARDT.

Items covered by this warranty	Items not covered by this warranty*
<ul style="list-style-type: none"> <li>• Repair of existing compressor insulation if damaged during repair</li> <li>• Labor to repair or replace compressor parts that fail in warranty on the unit as originally purchased from SMARDT</li> <li>• Reasonable travel and diagnostic time provided the labor warranty price calculation included the appropriate distance factor</li> </ul>	<ul style="list-style-type: none"> <li>• Parts and material used to repair the covered unit.</li> <li>• Crane / rigging</li> <li>• Labor to perform maintenance operations</li> <li>• Nuisance calls</li> <li>• Repair resulting from conditions excluded in standard terms and conditions</li> <li>• Tools</li> <li>• Equipment rental</li> <li>• Refrigerant</li> </ul>

\*This list includes some specific examples of items not covered, but is not an exhaustive list of exclusions. The absence of an item in this list does not mean that the item is covered by the warranty. Items are not covered by the warranty unless expressly stated as included.

All warranties may be voided if a non-SMARDT modification is performed to the unit. A “non-SMARDT modification” can be defined as a repair or alteration not specifically approved by the SMARDT product manufacturing location. An approved modification, however, is not covered by existing warranties.

### 1.3 1st Year Refrigerant Warranty (Optional)

The 1st Year Refrigerant Warranty runs concurrent to the 12 or 18 month standard parts warranty and provides for refrigerant replacement if lost because of a defect in material or manufacture. Standard terms and conditions apply to this warranty.

Intentional or accidental discharge of refrigerant is not considered a covered failure.

The refrigerant warranty must be purchased prior to shipment of the unit from the SMARDT manufacturing location.

Items covered by this warranty	Items not covered by this warranty*
<ul style="list-style-type: none"> <li>• Refrigerant that must be replaced due to a part that failed because of a defect in material or manufacture. Defect must be on unit as originally configured and ordered from SMARDT. Accessories and added components do not apply</li> <li>• Replacement refrigerant of the same type (R134a) as specified by SMARDT for the covered unit</li> </ul>	<ul style="list-style-type: none"> <li>• Intentional or accidental discharge of refrigerant is not considered a covered failure</li> <li>• Parts and material used to repair the covered unit</li> <li>• Labor</li> <li>• Repair resulting from condition excluded in standard terms and conditions</li> <li>• Tools</li> <li>• Equipment rental including tanks</li> </ul>

\*This list includes some specific examples of items not covered, but is not an exhaustive list of exclusions. The absence of an item in this list does not mean that the item is covered by the warranty. Items are not covered by the warranty unless expressly stated as included.

Only the design refrigerant charge in the unit, as purchased from SMARDT on the sales order which included the extended warranty, is covered by this warranty.

Replacement refrigerant must be of the same type (R134a) as specified by SMARDT.

All warranties may become null and void, if a non-SMARDT modification is performed to the unit. A “non-SMARDT modification” can be defined as a repair or alteration not specifically approved by the SMARDT product manufacturing location. An approved modification, however, is not covered by existing warranties.

Refrigerant warranty becomes null and void if the installation does not have a refrigerant monitoring system. The system shall provide notification and log of any leak events, and leak detection must be interlocked with the chiller control panel. Per manufacturer’s recommendations, the operator is required to provide a record of calibration and maintenance of the refrigerant monitoring system over the life of the warranty period, but not less than two times per year.



## 2.0 Condenserless Chiller Designs - Warranty Limitations & Considerations

SMARDT warrants that upon shipment, the products or materials sold to the buyer shall be as described in the SMARDT submittal document, and shall be free from defects in materials and workmanship for a period of 12 months from startup or 18 months from the date of shipment, whichever is shorter. Standard warranty includes labor. Warranty applies only to equipment that has been started by factory direct employees or factory authorized service contractors. Optional labor warranties may be quoted under separate agreement. Please consult SMARDT. It is the customer's responsibility to advise SMARDT of any and all changes required to affect warranty repairs. Prior to affecting repairs, a customer must obtain approval from SMARDT before proceeding with any work. If warranty is in effect and SMARDT ascertains that the damage was due to an accident, abuse, or misapplication, and SMARDT has incurred costs in this regard, these charges will be billed to the customer.

Condenserless product designs by SMARDT are systems that are shipped without a condenser heat exchanger and are coupled with a remote heat exchanger that may not be manufactured by SMARDT. For these products and systems, the customer is responsible for installing the necessary safety interlocks to ensure against freeze conditions which could cause damage to the evaporator or compressor. SMARDT provides recommendations for installation or control interface/other considerations, and in no way are these recommendations/considerations meant to represent that SMARDT guarantees against damage due to potential freeze conditions. Sizing, interlock and selection of remote condensers and interconnecting piping is the responsibility of the purchaser and should be certified and stamped by a professional engineer (PE). Any flaw in operation as a result of equipment or installation defect remains the sole responsibility of the purchaser. Any control interface to safety interlocks with the control panel as provided by SMARDT or its supplier, is considered non-standard and is not intended to be the only means for freeze protection. Computer Software Programs that may be included in material or products sold to the buyer, have been designed to perform a standard sequence of operations as defined in the documentation provided, and are offered AS IS. It is the buyer's responsibility to determine if the features of the software programs are suitable for the buyer's requirements. In the event the buyer desires site specific modifications, the buyer is responsible for commissioning, final validation, and cost of upgrades that may be required to conform to future software generations provided by SMARDT.

This warranty applies only to equipment that is properly installed, maintained and operated under normal conditions and with competent supervision in accordance with the equipment instruction manual. Company recommendations, if any, made in the proposal governing purchase of the said equipment does not cover physical damage resulting from corrosion, excessive heat or degradation in performance as a result of dirt, dust or other foreign materials. At its option, SMARDT's obligation under this warranty is limited to repair or factory replacement of any part returned prepaid, and which upon examination, shall prove to be defective. Freight charges incurred for shipment of warranty repair or replacement parts will be the responsibility of the purchaser. This warranty shall be void in the case of any equipment which has been disassembled, repaired or tampered with in any way, except when such work has been done with Company written approval.

THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO ITEMS SOLD TO THE BUYER BY SMARTD. SMARTD MAKES NO OTHER WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND WHATSOEVER. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE, OR COURSE OF DEALING, ARE HEREBY DISCLAIMED.

NOTWITHSTANDING THE FOREGOING, THERE ARE NO WARRANTIES WHATSOEVER ON ITEMS BUILT OR ACQUIRED, WHOLLY OR PARTIALLY, TO A BUYER'S DESIGNS OR SPECIFICATIONS. SMARTD'S LIABILITY ARISING FROM OR IN ANY WAY CONNECTED WITH THE ITEMS SOLD TO THE BUYER BY SMARTD, SHALL AT SMARTD'S SOLE OPTION, BE LIMITED EXCLUSIVELY TO EITHER REPAIR OR REPLACEMENT OF THE ITEMS SOLD, OR REFUND OF THE PURCHASE PRICE PAID BY THE BUYER. UNDER NO CIRCUMSTANCES SHALL SMARTD BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOST PROFITS ARISING FROM OR IN ANY WAY CONNECTED WITH ITEMS SOLD TO THE BUYER BY SMARTD, WHETHER ALLEGED TO ARISE FROM BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, OR IN TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY.

### 3.0 SMARTD Parts Center

#### Replacement Compressor Parts And Labor Warranties

This Warranty information is only valid for US and Canadian locations.

#### 3.1 Warranty Descriptions

##### Compressor Parts Warranty

The Compressor Parts Warranty provides for parts coverage on the compressor only and continues the terms and conditions of the standard parts warranty.

Replacement parts used for repairs to the covered equipment are to be obtained through SMARTD's product support group. Only SMARTD approved parts are covered.

Items covered by this warranty	Items not covered by this warranty*
<ul style="list-style-type: none"><li>• Only the compressor as originally purchased from SMARTD</li><li>• Replacement part may be whole compressor or compressor parts at the discretion of SMARTD</li><li>• Repair performed by SMARTD</li></ul>	<ul style="list-style-type: none"><li>• Unit parts other than the compressor itself</li><li>• Contactors or other related electrical/control components</li><li>• Crane / rigging</li><li>• Maintenance materials</li><li>• Tools</li><li>• Equipment rental</li><li>• Labor</li><li>• Refrigerant</li></ul>

\*This list includes some specific examples of items not covered, but is not an exhaustive list of exclusions. The absence of an item in this list does not mean that the item is covered by the warranty. Items are not covered by the warranty unless expressly stated as included.

Parts given in satisfaction of this warranty do not include a warranty of their own. The standard and extended warranties remain in effect for the term originally purchased.

### 3.2 Warranty

#### Warranty Claim / Return Procedure

SMARTD has the following warranty claim / return procedure in place:

North American customers - 30 days

If a buyer believes an article to be defective under the SMARTD Inc. Standard Warranty Policy, the buyer is required to complete an Incident Report Form, which must be submitted with a P.O. (Purchase Order) # to SMARTD Inc. at: [productsupport@smartd.com](mailto:productsupport@smartd.com) within ten (10) business days of the alleged failure. Claims will only be considered for products within the warranty period. If the article qualifies for return, an RMA (Return Merchandise Acceptance) number will be issued.

The buyer must return the article unless otherwise advised by SMARTD Inc. The buyer shall be responsible for handling, storage, freight, labor, or other related charges for the return of the defective part to SMARTD Inc. or its selected point, using standard shipping methods, unless otherwise specified by SMARTD Inc.

SMARTD Inc. will invoice the buyer to ensure that the failed article is returned within the allowable time frame. If the article is returned and deemed defective under the SMARTD Inc. Warranty Policy, SMARTD Inc. will issue credit.

#### Conditions

All returns must respect the 30 day term (as stated above), to be considered for credit.

All compressor and part returns must be properly sealed and packaged to avoid any potential damage during transportation.

All packages must be clearly labeled with the appropriate RMA #'s attached.

### 3.3 Maintenance Requirements

All manufacturers recommended maintenance, as listed in the Installation, Operation, & Maintenance Manual for the specific product, is to be performed during the term of the warranty. A record of the maintenance performed is to be kept for the duration of the extended warranty and made available to SMARDT upon request.

Failure to perform the recommended maintenance or inability to provide maintenance documentation may result in refusal of warranty claims.

SMARDT has a policy of continuous product and product data improvement, and reserves the right to change design and specifications without notice.

For further information contact your local SMARDT representative, or e-mail or phone us at:

[productsupport@smardt.com](mailto:productsupport@smardt.com)

(514) 683-5585

[www.smardt.com](http://www.smardt.com)