

Limited Warranty Claim Form

(fill out completely)

Summit claim SunTherm claim
 Mortex claim Other claim

Name of Installing Contractor: _____

Address: _____

City, State, Zip: _____

Phone: _____

date purchased: _____ Eqpt purchased from: _____

Name of Customer: _____

Address: _____

City, State, Zip: _____

Phone: _____

installation date: _____

condenser unit: _____

indoor coil model: _____

serial number: _____

Describe the nature of the failure: _____

Date of failure: _____

Action taken to correct problem: _____

Contractor service ticket# _____ labor claim: _____

Contractor signature: _____

affix
Summit
serial number label here

note: label from case WITHOUT serial number
DOES NOT APPLY

affix
MORTEX
Blower or Coil
serial number label
HERE

Mail to:
MORTEX Products
501 Terminal Rd.
Ft. Worth, TX
76106
attn: WARRANTY

For Warranty Department _____ RGA# _____

Authorized signature: _____

SUMMIT / MORTEX / SUNTHERM WARRANTY PROCEDURE

The following procedure will be used for warranty claims

1. The consumer or service person will contact the wholesaler with the model and serial number of the item and the initial complaint. Model and serial numbers are located on the front plate of the coil, on the control box or housing of the blower, or on the front of air handlers. The wholesaler will verify that the product is made by SMS and that it is under warranty.

WARRANTY ON COILS IS FIVE YEARS FROM INSTALLATION DATE (maximum SIX years from date of manufacture) AND ONE YEAR (maximum TWO years from manufacture date) ON ELECTRICAL COMPONENTS.

2. If the product is under warranty the wholesaler will replace the item or product from stock, retaining the claimed defective item. If the item or product is not in stock, the wholesaler will contact SMS for first available shipment to wholesaler, service contractor, or job site at the wholesaler's discretion. Standard shipping will be at SMS expense. Expedited (next day, etc.) shipment costs will be shared by SMS and the wholesaler.
3. If SMS deems it necessary for product or item to be returned for analysis or verification of defect, the wholesaler will be issued a Return Goods Authorization number and asked to ship the product or item to SMS, at SMS expense. Items returned without a verifiable RGA# will be refused and returned to shipper.
4. For claims made on units NOT returned to SMS, please complete a warranty claim form. Claim forms should be completed and model/sn labels MUST be attached for consideration.
5. Credit will be issued to the wholesaler only if the product has been proven defective and been accepted as warrantable and that the product has not been misused or otherwise been subjected to use other than that for which it was designed. Unit replacement may be chosen as an alternative to credit. Repair and return to wholesaler is at the discretion of SMS.
6. Any credits issued by SMS will be issued to the wholesaler ONLY.

SMS WARRANTY DOES NOT INCLUDE LABOR, TRAVEL CHARGES, OR ANY OTHER COSTS INCURRED FOR REPAIR, REMOVAL, INSTALLATION, SERVICING, DIAGNOSING OR HANDLING OF EITHER DEFECTIVE PARTS OR REPLACEMENT PARTS

SUMMIT / MORTEX / SUNTHERM

GENERAL TERMS AND CONDITIONS

APPLICABLE LAW AND TERMS OF WARRANTY:

SMS warranty shall be subject to the following terms and conditions notwithstanding any additional or contrary printed terms and conditions of the Buyer or the Wholesaler. Such additional or contrary terms shall not bind SMS unless accepted in writing even though such terms do not materially alter the terms thereof. No warranty or guarantees are binding until entered into or accepted by SMS in writing. No agent, salesman, or other representative, unless authorized in writing by an officer of the company, has any authority to waive, alter or enlarge on these terms or bind SMS to any representations, warranties, or agreements other than that which is noted on our warranty sheets.

WARRANTY:

SMS designs, manufactures, and sells products that adhere to very high standards of design, testing, and production quality. We warrant all our products to meet or exceed our quality standards and we guarantee our products to be free from normal defects in workmanship and material when shipped from our factories. Under this warranty, our obligation is limited to replacing or repairing, at our option, any part or item FOB our factory, Ft. Worth, Texas within the period as noted from the date of sale or the date of installation as verifiable from an original bill of sale. On parts not manufactured by us, as in motors, controls, and valves, we extend to the buyer the same warranty and guarantees made to us by the original manufacturer of the product. For specific warranty on such items, please call Customer Service for more information.

THIS WARRANTY DOES NOT INCLUDE LABOR OR OTHER COSTS INCURRED FOR REPAIRING, REMOVING, INSTALLING, SHIPPING, SERVICING, DIAGNOSING, OR HANDLING OF EITHER DEFECTIVE PARTS OR REPLACEMENT PARTS.

LIMITS OF LIABILITY:

SMS shall not be held liable for damages or for breach of warranty in an amount exceeding the purchase price of the piece of equipment, or part thereof, which is found defective. Warranty shall be void if equipment has been subjected to abuse, misuse, negligence, low voltage, high voltage, free chemicals in the system, excessive pressures, outward damage or hidden damage while in transit, or is operated contrary to the manufacturers recommendations, or if the serial number has been altered, defaced, or removed. If the serial number label has been altered, removed or defaced there is no warranty on the product. Nor shall the Manufacturer be held liable for damages when unauthorized service is performed, or parts other than genuine replacement parts are used for repairs.

All shipping damages on receipt of goods at the wholesaler will be filed as a claim against the carrier. This must be observed at the point of delivery and if damages are found, the carrier must be notified and a claim processed through the carrier. All hidden transport damages must also be filed with the carrier immediately. Our Bill of Lading is acknowledgement by the carrier that responsibility of shipment is that of the carrier. Should there be any damage, the customer should insist that the extent of the damage be itemized on the freight bill. Customer should then file a damage claim with the carrier. Any shortages should be noted on freight bill and SMS must be notified. Shortage claims must be acknowledged **IN WRITING** within 10 days of receipt of shipment.

It is at the discretion of SMS to replace or repair the warranted item. Proof of sale and serial number records may be requested. It is also at the discretion of SMS to request products back for repair and/or engineering analysis to detect mode of failure. If any item is to be returned to SMS, per our request, we will issue a Return Goods Authorization number. We will **NOT ACCEPT** any item that is returned to us without this number. **ALL CREDITS OR REPLACEMENT PARTS MAY BE DELAYED IF THIS NUMBER DOES NOT APPEAR ON ALL CORRESPONDENCE OR ON ANY ITEM RETURNED TO US.** SMS will credit the wholesaler after verification and/or analysis of failure of defective goods.