

KAESER Compressors Canada Inc.

Rotary Screw Compressors *ProTect Std.* Warranty

KAESER Compressors Canada Inc. ("Kaeser") warrants the Rotary Screw Compressors (hereinafter called the "Equipment") against any defects in material or workmanship. The warranty period is 12 months from the date of start-up by a certified Kaeser technician, not to exceed 18 months from the date of shipment from Kaeser, whichever comes first. The warranty period for the Airend assembly, the main motor(s), the motor starter(s) and the Sigma Control™ of the Rotary Screw Compressors is 24 months from the date of start-up by an authorised certified Kaeser technician, not to exceed 30 months from the date of shipment from Kaeser, whichever comes first. The applicable warranty shall only commence from the date of start-up provided (i) the Start-up Form is received by Kaeser no later than 30 days following the start-up, and (ii) the start-up takes place within six months from the date of delivery of the Equipment. This warranty provided by Kaeser is in lieu of any other warranty, legal or conventional, express or implied, including any warranty of merchantability or fitness for a particular purpose, all of which are hereby expressly disclaimed. Remedies under this warranty are limited to the supply of materials and services, as outlined herein; any claims for loss or damage of any type (including, without limitation, loss of use of equipment, including the Equipment, or failure of equipment, including the Equipment, to operate for any period of time, economic or moral loss or other direct, immediate, special, indirect, incidental or consequential damages) are expressly excluded. This warranty may be transferred to a subsequent end user during the warranty period, provided the use of the Equipment remains the same and in accordance with this warranty.

The present warranty is also subject to the following provisions:

1. The equipment must be installed in Canada.
2. All of Kaeser recommended maintenance must be performed using Kaeser genuine parts & fluids.
3. The standard factory fluid fill must be changed no later than at the end of the first year of operation.
4. To ensure proper operation of the equipment and to maintain the warranty, only Kaeser Certified Technicians must perform the regular maintenance and repairs.
5. Periodic adjustments, and maintenance of the Equipment are the sole responsibility of the end user. Necessary repairs due to accident, improper adjustment, improper operation, fault, negligence and abuse shall be paid for by the end user. Failure or damage to the Equipment caused by attachments installed or products which are altered or modified in any way by the distributor or by the end user shall be for their respective accounts and shall not fall under the scope of this warranty.
6. Kaeser shall have the exclusive right to determine the validity of any and all warranty claims as well as the right to repair or replace the defective item comprising the Equipment at its discretion.
7. Kaeser shall have the right to decide which distributor or technician is to perform warranty work.
8. The warranty shall cover service work performed by one, or two technicians in accordance with Kaeser's service guidelines supplied with the Equipment. The warranty shall cover the travel expenses for one technician except for travel expenses outside a 250 km radius from Kaeser's or the distributors' place of business. Travel expenses outside the "250 km radius" are not included and shall be charged extra to the end user at the applicable rate.
9. Should the repairs require additional assistance, for example machinery rental for lifting heavy components, the end user shall provide such assistance at no charge to Kaeser.
10. Any damage or loss resulting from an event of Force Majeure shall not be covered by this warranty.

Are also not covered by the present warranty:

1. All freight and handling costs related to the transportation of the Equipment.
2. Travel, room and lodging expenses of Kaeser personnel for field repairs.
3. Overtime rates and travel expenses in excess of the 250 km radius.
4. Parts' shipping charges.
5. Costs to investigate performance complaints unless the problem is caused by a defect in material or workmanship which are covered by this warranty.
6. Charges associated with losses or damages not covered by this warranty.
7. Charges for rental equipment used to maintain the end-user's compressed air supply during a warranty repair.
8. Charges for tools or equipment rented to perform a warranty repair.
9. Repairs and/or replacement of the Equipment after warranty period has expired.
10. Damages resulting from fault, abuse or neglect.
11. Damages resulting from operation of the Equipment outside its intended or specified use or improper use thereof.
12. Damages resulting from failure to follow maintenance procedures outlined in the Equipment Service Manual supplied with the Equipment.
13. Damages or leaks resulting from fittings or electrical connections loosened by normal vibration or improper maintenance.
14. Damages resulting from use of parts other than Kaeser original replacement parts.
15. Modification or alteration performed to the Equipment without prior written approval from the Kaeser Technical Support Department.
16. Additional assistance required for lifting heavy components.
17. Components considered maintenance or normal wear items such as filters, v-belts, lubricants, mechanical seals, etc.
18. Damages resulting from ingestion, contamination, corrosion, electromagnetic interference, or exposure to UV rays.
19. Damages resulting from electrical anomalies associated with the electrical supply service to the Equipment or from non-adherence to electrical recommendations outlined in the Equipment Service Manual supplied with the Equipment.
20. If, in the opinion of Kaeser, the Equipment is fully repairable at the installation site, Kaeser shall not reimburse the expenses and charges relating to the removal of the Equipment for shop repair. Additionally, it is deemed the end user's decision to install the Equipment in a location that does not allow maintenance or repairs and, in such case, the end user is responsible for the additional labour and travel expenses.