

## PARTS WARRANTY POLICY

Atlas Copco Compressors, Seller, warrants products against defects in workmanship and materials under normal use and service, as follows:

Parts shall be warranted for ninety (90) days from installation or for the remainder of the warranty on the product being repaired, whichever is longer.

To be eligible for warranty consideration, Claimant must:

- (a) Follow all recommended installation and service procedures as outlined by the Seller
- (b) Use only genuine replacement parts, accessories and fluids on the compressor
- (c) All returned goods must have an authorized RGA# from Seller

Notice of alleged defect must be given to Seller in writing with all identifying details including serial number, model number, equipment type and date of purchase, within thirty (30) days of discovery of defect during the warranty period.

Seller's sole obligation on this warranty shall be, at its option, to repair, replace or refund the purchase price of any product or part which proves to be defective. If requested by Seller, such product or part thereof must be promptly returned to Seller, freight collect for inspection.

This warranty shall not apply and Seller shall not be responsible nor liable for:

- (a) Consequential, collateral or special losses or damages
- (b) Equipment conditions caused by fair wear and tear, abnormal conditions of use, accident, neglect or misuse of equipment, improper storage or damages resulting from shipment
- (c) Deviation from operating instructions, specifications or other special terms of sales
- (d) Labor charges, loss or damage resulting from improper operation, maintenance or repairs made by person(s) other than Seller or Seller's authorized service station
- (e) Improper application of product
- (f) Dryers, motors or engines. These items are covered by the original manufacturer's warranty and service network

In no event shall Seller be liable for any claims, whether arising from breach of contract or warranty claims of negligence or negligent manufacture, in excess of the purchase price of the equipment. It is incumbent on the user to provide complete and accurate records of maintenance and verifiable proof of purchase and use of genuine repair and replacement parts.

THIS WARRANTY IS THE SOLE WARRANTY OF SELLER AND ANY OTHER WARRANTIES, EXPRESS, IMPLIED IN LAW OR IMPLIED IN FACT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE, ARE HEREBY SPECIFICALLY EXCLUDED.