## LIMITED WARRANTY AND LIMITATION OF REMEDIES

What is Covered By This Warranty. Sullair industrial Products (hereafter "Sullair") warrants that its products are free from defects in materials and workmanship. The duration of this warranty for each category of Sullair products is as follows:

\*Encapsulated Compressors: 1 year
\*Stationary Compressors: 1 year
\*Vacuum Systems 1 year
\*Dryers and Fifters 1 year
\*Remote oil and after coolers 1 year

Air-Ends (except shaft seals): 2 years 24 KT Air Ends (except shaft seals) 10 years Replacement (Spare) Paris: 90 days

\*The one-year warranty on these products applies to all factory-supplied parts and components other than Air Ends, which are warranted for two years (as indicated above), and the drivers (motors) supplied with the products, which are separately warranted by the manufacturers of those drivers. Sullair hereby assigns to Purchaser all of Sullair's rights under these warranties.

The duration of the warranty listed above is from the date of first start-up or six (6) months after Sullair's shipment date, whichever occurs first. If Purchaser notifies Sullair that the products will be stored for longer than six (6) months after Sullair's shipment date and follows Sullair's long-term storage guidelines, then the duration of the warranty shall be from the date of start-up but in no event longer than two years from the date of shipment.

OPTIONAL FIVE YEAR EMERALD COMPRESSOR HEALTH ASSURANCE

Sullatir offers the Purchaser the opportunity to qualify for the Company's Emerald Compressor Health Assurance Program through the completion of the Company's compressor Registration and Start-up Checklist. The completed document, when returned to the Company's Warranty Department in Michigan City, Indiana qualifies the Purchaser for a five (5) year warranty on components referenced in Table I. For 24KT Series compressors, the Emerald Compressor Health Assurance Program is available for the flist five years of the ten year warranty period (with rotors, excluding shaft seals covered for the remaining five years) provided there is compliance with the Program's other provisions. Compressors with working pressures above 150 psi and vacuum systems do not qualify for the Optional Five Year Emerald Health Assurance.

The duration of the Company's Emerald Health Assurance warrantly is from the date of first start-up which must occur within the first six (6) months of Sullair's shipment date as recorded on the completed registered (by Sullair) Registration and Start-up Checklist, Fallure to submit a completed Registration and Start-up Checklist within thiny (30) days of start up voids participation in the five year Emerald Health Assurance Program and the applicable extended warranties revert to the standard warranties offered by the Company and its venders.

If within the applicable warranty period, Purchaser discovers defects, Purchaser must promptly notify Sullair and ship the product, freight prepaid, to the Sullair service center designated by Sullair. Purchaser's exclusive remedies for any breach of this warranty are (I) repaired product, F.O.B. Sullair's service center, (II) replacement product, F.O.B. Sullair's service center, or (III) a refund of the purchase price paid by Purchaser for the product. Sullair shall choose the applicable remedy at its sole option.

What Is Not Covered By This Warranty. This warranty is strictly conditioned on the use of genuine Sullair replacement parts (such as filters and separators) and the recommended Sullair lubricant. Use of replacement parts or lubricants not supplied or recommended by Sullair will void all coverage hereunder, as will any disassembly of the products by anyone other than an authorized Sullair repair person. This warranty does not cover (i) defects caused by Purchaser's failure to provide a suitable installation environment; (ii) defects caused by abuse or use of products for purposes offici than those for which designed; (iii) defects caused by unauthorized attachments or modifications; or (iv) damage that occurred during shipping.

<u>Disclaimer of Warrantik.</u> THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Remedies. In no case shall Sullair be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tori, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the products of any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property.

Time Little for Bringing Suit. Any action for breach of warranty must be commenced within 3 months after the applicable warranty period has expired.

No Other Warranties. Unless modified in a writing signed by both parties, this Limited Warranty is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to warranties. No employee of Sullatr or any other party is authorized to make any warranty in addition to those made herein.

Allocation of Risks. Purchaser acknowledges that this Limited Warranty allocates the risks of product failure between Sulfair and Purchaser and that this allocation is reflected in the price of the products. Purchaser acknowledges that it has read and understands this Limited Warranty, and is bound by its terms.



3700 East Michigan Boulevard, Michigan City, Indiana 46360 800.785.5247

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## 11. WARRANTY

This warranty applies to dryers and associated pre-filters (the Equipment) manufactured and supplied by domnick hunter.

Use of the dryer without the recommended genuine domnick hunter manufactured filtration or genuine parts, will expressly invalidate the warranty.

Should the Equipment by defective as to materials or workmanship, domnick hunter warrants that it will remedy such defect for a period of 12 months from the date of despatch. Where the Equipment is a desiccant dryer, the warranty period will be 12 months from the date of commissioning or 18 months from date of despatch, whichever is the earlier, provided such commissioning is carried out by domnick hunter or it's authorised agent. In the case of Equipment other than a desiccant dryer, the warranty period shall commence from the date of despatch. Should any defect occur during the warranty period and be notified in writing to domnick hunter or it's authorised agent within the said period, domnick hunter will, at it's sole option, remedy such defects by repair or by provision of a replacement part, provided that the Equipment has been used strictly in accordance with the instructions provided with each item of the Equipment and has been stored, installed, commissioned, operated and maintained in accordance with such instruction and good practice, domnick hunter shall not be under any liability whatsoever under the warranty if, before giving notification in writing to domnick hunter as aforesaid, the Customer or any third party meddles, interferes, tampers with or carries out any work whatsoever (apart from normal maintenance as specified in the said instructions) in relation to the Equipment or any part thereof.

Any accessories, parts and equipment supplied by domnick hunter but not manufactured by domnick hunter, shall carry whatever warranty the manufacturer has given domnick hunter provided it is possible for domnick hunter to pass on such warranty to the Customer.

To claim under the warranty, the goods must have been installed and continuously maintained in the manner specified in the User Guide. Our Product Support Engineers are qualified and equipped to assist you in this respect. They are also available to make repairs that may become necessary in which event they will require an official order before carrying out the work. If such work is to be the subject of warranty claim, the order should be endorsed for consideration under warranty.

Any substitution of parts not manufactured or approved by dominick hunter will expressly invalidate the warranty.