

STANDARD WARRANTY

Sullivan-Palatek by Aqua Air Oil-Free Compressors

Sullivan-Palatek warrants its new Aqua Air industrial air compressor products to be free from defects in material and workmanship and against loss of capacity due to wear, subject to the following provisions:

Warranty Duration: The warranty period for applicable Aqua Air products is as follows:

Compressor Package: 12 months from the date of start-up by an authorized distributor or 18 months from date of shipment by Sullivan-Palatek; whichever occurs first.

Air End (excluding shaft seal) and Coupling Assembly (excluding elements): 24 months from the date of start-up by an authorized distributor or 30 months from date of shipment by Sullivan-Palatek; whichever occurs first.

Parts Replaced Under Warranty: Remainder of the original warranty period for the replaced part.

Parts, Accessories and Attachments Sold Separately from Machines, Excluding Warranty Replacement Parts: 6 months from shipment by Sullivan-Palatek or 3 months from delivery to the first user; whichever occurs first.

Registration and Obtaining Warranty Service: The purchaser, or authorized Sullivan-Palatek distributor on his behalf, must complete and return the Warranty Registration Form within 10 days of start-up and before the end of 18 months from shipment from Sullivan-Palatek to initiate the warranty. If the warranty registration is not initiated in this manner the warranty effective date will be deemed to be the date of shipment from Sullivan-Palatek. Service under this warranty is obtained by contacting the authorized Sullivan-Palatek distributor before the expiration of the warranty.

Sullivan-Palatek's Obligations: Sullivan-Palatek will repair or replace, at Sullivan-Palatek's option, any defective part, pay the reasonable labor cost of making the repair or installing the replacement part, pay ground freight for the return of defective parts and shipment of replacement parts.

Purchaser's Responsibility: The purchaser shall be responsible for the following: i) proper installation and performance of proper maintenance as indicated in the User Manual furnished with the compressor; ii) the cost of normal maintenance and maintenance items; iii) the consequences of service performed by someone other than a party authorized to perform warranty service, if such service, in the judgment of Sullivan-Palatek, has adversely affected the performance of the compressor; iv) the consequences of neglect due to corrosion or inlet contamination; v) electrical surge damage due to external voltage spike or lightning strike.

The purchaser shall also be responsible for providing any claim for warranty in writing to Sullivan-Palatek within the warranty period. Other Purchaser responsibilities relating to warranty claims are as follows: i) any premium for overtime labor requested by purchaser to make warranty repairs, and any premium freight cost to ship warranty replacement parts; ii) costs incurred in gaining access to the compressor, such as overcoming barriers such as walls, fences or similar structures, or the construction of ramps or lifts necessary for removal or reinstallation of the compressor; iii) incidental travel costs such as tolls, meals, lodging and similar.

Installation and Use: Purchaser is responsible for installing a Sullivan-Palatek-approved refrigerated dryer and a no-loss drain valve with each compressor. Installation of equipment must take place in an indoor temperature-controlled environment between 40°F – 107°F. **Use on oxygen or explosive or corrosive gases is not permitted and will void warranty.**

Exclusions and Limitations: Electric motors, drives and dryers are not warranted by Sullivan-Palatek but are warranted only by the manufacturers of these components. Sullivan-Palatek has no obligation for product failures or defects resulting from overloading, misuse, neglect, accident, failure to comply with Sullivan-Palatek's product manual, or failure to install product improvements provided by Sullivan-Palatek. Use of attachments, accessories or service parts not supplied or recommended by Sullivan-Palatek may void the warranty of that product.

THIS WARRANTY IS SULLIVAN-PALATEK'S ONLY WARRANTY OF ITS INDUSTRIAL AQUA AIR COMPRESSOR PRODUCTS AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. SULLIVAN-PALATEK HAS NO OBLIGATION UNDER THIS WARRANTY OR OTHERWISE (REGARDLESS OF THE FORM OF ACTION) FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOST INCOME, WHETHER SUFFERED BY THE BUYER OR A THIRD PARTY. THE TOTAL RESPONSIBILITY OF SULLIVAN-PALATEK FOR CLAIMS, LOSSES, LIABILITIES OR DAMAGES, WHETHER IN CONTRACT OR TORT ARISING OUT OF OR RELATED TO ITS PRODUCTS SHALL NOT EXCEED THE PURCHASE PRICE OF THE COVERED PRODUCT.

This warranty applies to all Sullivan-Palatek industrial AQUA AIR air compressors and supersedes previous warranty policies. In the event of any conflict between this warranty and earlier warranty statements, the terms of this warranty will prevail.