

WARRANTY

Sullivan-Palatek D110PKU Air Compressor WARRANTY

Sullivan-Palatek warrants its new D110PKU air compressor to be free from defects in material and workmanship, subject to the following provisions:

Warranty Registration: To validate the warranty for each product the purchaser shall complete and return the Warranty Registration Form within 30 days of delivery to the first user or rental.

Warranty Period: The warranty period for applicable Sullivan-Palatek products is as follows (subject to the Exclusions and Limitations noted below):

Air Ends, Stator and Rotor Assembly: the first to expire; 30 months from shipment by Sullivan-Palatek or 24 months from delivery to the first user.

Remainder of New Air Compressor Machines: the first to expire; 18 months from shipment by Sullivan-Palatek or 12 months from delivery to the first user.

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

Warranty Replacement Parts: remainder of the original warranty period of the replaced part.

Sullivan-Palatek's Obligations: Sullivan-Palatek's exclusive obligations under its warranty are (i) to repair or replace any defective part at Sullivan-Palatek's option and subject to return of defective parts, and (ii) to pay the reasonable cost of making the repair or reinstalling the replacement part.

Purchaser's Responsibility: Purchaser shall (i) give Sullivan-Palatek written notice of any warrantable failure of any Sullivan-Palatek product within the applicable warranty period, (ii) make the product available for repair at a Sullivan-Palatek authorized repair facility, (iii) pay all costs of returning failed parts to Sullivan-Palatek, (iv) pay shipping costs for replacement parts, (v) pay reasonable travel expenses for field repairs performed at purchaser's request, and (vi) pay the costs of investigating performance complaints that are not covered by this warranty.

Exclusions and Limitations: Air end seals are not warranted. Engines, tires and batteries 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. Sullivan-Palatek has no obligation to pay costs of returning defective parts to Sullivan-Palatek or shipping replacement parts to purchaser.

THIS WARRANTY IS SULLIVAN-PALATEK'S ONLY WARRANTY OF ITS D110PKU 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, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST INCOME. 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 D110PKU air compressors shipped after April 1, 2016 unless expressly superseded by a later warranty.