

WARRANTY

COMMERCIAL RECIPROCATING COMPRESSOR PRODUCTS

Scope of Warranty: BAUER COMPRESSORS, INC. ("BAUER") warrants that, for a period of **twenty-four (24) months** from date of shipment from BAUER, this reciprocating compressor product shall conform to the applicable drawings and specifications approved in writing by BAUER, and that such product shall be free of defects in both material and workmanship. This warranty is specific to this product and applies only to the first purchaser ("Customer") during the twenty-four month warranty period and may not be transferred or enforced by any other party. To be eligible for this warranty to cover Customer's product, Customer must return a properly completed start-up/warranty registration form to BAUER at the address below within **ninety (90) days** from the date of start-up.

Warranty Service: If, in the sole judgement of BAUER or its designated representative, the product does not conform to the applicable drawings and specifications approved in writing by BAUER for the product, or is found to be defective in material or workmanship, BAUER will at its option, either: (a) Repair or replace the product, or refund the product purchase price to the Customer, or (b) Furnish a service representative to correct the defects with the product.

Obtaining Service: To obtain warranty service, Customer should contact BAUER directly at the address below. BAUER may, at its option, refer customer to a BAUER designated representative, such as an authorized distributor, or provide Customer with authorized instructions on the return of the product to BAUER for assessment. Any product shipped to BAUER pursuant to BAUER's authorized return instructions shall be shipped F.O.B. to BAUER at the address below or as otherwise specified by BAUER. All return freight charges incurred shall be the sole responsibility of the Customer.

Warranty Exclusions: This warranty does not cover or shall be void with respect to the following:

- a. Any product for which the Customer has not submitted to BAUER a start-up/warranty registration form within **ninety (90) days** of the start-up of such product.
- b. Any product which Customer fails to ship to BAUER within thirty (30) days of receipt of BAUER's authorized return instructions after submitting a warranty claim to BAUER.
- c. Any defective or damaged products, parts or components resulting directly or indirectly from the use of repair or replacement parts, including filter and separator elements or oil, not manufactured or approved by BAUER or from Customer's failure to store, maintain, and operate the product according to recommendations contained in the INSTRUCTION MANUAL AND REPLACEMENT PARTS LIST included with the product as well as under standard engineering practices.
- d. Any product for which Customer does not have a service record book showing that regular maintenance work has been carried out utilizing Genuine Bauer Components. **BAUER or its designated representative may require proof of maintenance prior to rendering any decision on the validity of a warranty request.**
- e. Any alleged product defect resulting from deterioration or wear occasioned by chemical and/or abrasive action.
- f. Component parts or assemblies not manufactured by BAUER to the extent that such component parts or assemblies are not warranted by the original manufacturer. Further, BAUER shall have no responsibility for any cost or expense incurred by Customer due to the inability of BAUER to repair a component part or assembly under said third-party manufacturer warranty when such inability is beyond the control of BAUER or is caused solely by the Customer.

Additional Limitations: The warranty service and procedures described in this warranty constitutes Customer's sole and exclusive remedy for any claim hereunder. **BAUER MAKES NO WARRANTIES, REPRESENTATIONS OR PROMISES AS TO THE QUALITY, PERFORMANCE OR OTHERWISE WITH RESPECT TO ITS PRODUCTS OTHER THAN THOSE SPECIFICALLY STATED IN THIS WARRANTY. FURTHER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BAUER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL BAUER'S LIABILITY, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, EXCEED THE PRICE OF THE INDIVIDUAL PRODUCT WHOSE DEFECT FOR DAMAGE IS THE BASIS OF THE CLAIM. BAUER SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, OR LOSS OF USE OF FACILITIES OR EQUIPMENT.**

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