

# Warranty



*Built for a lifetime.™*

## Custom Engineered Solutions Enclosures, Skids, and Outdoor Modifications

Custom Engineered Solutions include but are not limited to; custom fabricated enclosures and modified containers, weather hoods, cabinet heater ducting, high dust filtration, skids, full system enclosures and outdoor modifications.

Kaeser Compressors, Inc. herein referred to as "Kaeser," warrants that the Custom Engineered Solution delivered hereunder will be free of defects in material and workmanship for a period of two (2) years from the date of the original startup where startup was performed by an authorized Kaeser representative or one (1) year from the date of delivery where startup was not performed by an authorized Kaeser representative. Custom Engineered Solutions refers to custom builds sold under the following part numbers; ANCONTPACK, ANOUTMOD-WOR, ANOUTMOD-WR, ANVDLBCONT, ANVDLBSKD, and ANSKIDPACK.

Should any failure to conform with the above warranties occur during the specified period under normal use, and the components have been proven to Kaeser's satisfaction to have been properly stored, installed and maintained, and purchaser has complied with all procedures outlined in the instruction manual then Kaeser shall, with prompt notice by purchaser, correct the non-conformities at its option either by repair or replacement (DAP Kaeser's Direct Delivery Point) or by refund of the purchase price of the non-conforming component. Return of component to such delivery point as Kaeser may direct pursuant to this paragraph shall be at the purchaser's risk and expense. Kaeser warrants any components replaced pursuant to the above warranty, under normal use, to be free from defects in workmanship and material for a period of ninety (90) days after the shipment of such replaced components or for a period ending on the expiration of the original component warranty, whichever is longer. Unless otherwise expressly agreed, Kaeser shall not be responsible for labor charges, loss or damage resulting from improper operation, maintenance or repairs made by personnel other than those authorized in writing by Kaeser, or damage to equipment caused by the use of non-authorized replacement parts. The effects of corrosion, erosion and normal wear and tear are specifically excluded from Kaeser's warranty.

Kaeser equipment installed on or within the Custom Engineered Solution carries a specified warranty for that product. (Please refer to the warranty cards provided for this equipment or visit [www.us.kaeser.com/warranty](http://www.us.kaeser.com/warranty).)

Repair, replacement or refund (whichever Kaeser determines, in its sole discretion, to provide) shall be Kaeser's sole obligation and purchaser's exclusive remedy for any nonconformity, noncompliance, defect or deficiency in components furnished hereunder, and shall be conditioned upon purchaser's return of the defective components to Kaeser (DAP Kaeser's directed delivery point), if Kaeser requires such return. This exclusive remedy will not be deemed to have failed of its essential purpose so long as Kaeser is willing to provide replacement, repair, or refund. THE EXPRESS WARRANTY CONTAINED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, AND KAESER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED

**AUTHORIZATION FROM THE SERVICE DEPARTMENT IS NECESSARY BEFORE MATERIAL IS RETURNED TO THE FACTORY OR IN-WARRANTY REPAIRS ARE MADE.**

### **Product Warranty Registration**

In order for Kaeser Compressors, Inc. to properly handle warranty or other service requests, please register online at [kaeser.com/warranty](http://kaeser.com/warranty).

WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

## LIMITATION OF LIABILITY

THE REMEDIES OF THE PURCHASER SET FORTH HEREIN ARE EXCLUSIVE, AND KAESER COMPRESSORS' LIABILITY WITH RESPECT TO EQUIPMENT SOLD HEREUNDER SHALL BE LIMITED TO THE WARRANTY PROVIDED HEREIN AND, WITH RESPECT TO ANY BREACH OF ITS CONTRACT WITH PURCHASER, SHALL BE LIMITED TO THE CONTRACT PRICE OF EQUIPMENT THAT IS THE SUBJECT OF THE BREACH; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT APPLY IN THE EVENT OF ANY ACT THAT CONSTITUTES GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY THE PARTY SUBJECT TO THE CLAIM FOR SUCH DAMAGES. PRIOR TO PURCHASER HAVING ANY RIGHT TO RECOVER DAMAGES (SUBJECT TO THE LIMITATIONS SET FORTH BELOW), KAESER COMPRESSORS SHALL HAVE THE RIGHT TO CORRECT ANY DEFECT OR NON-CONFORMITY OF ANY EQUIPMENT SOLD HEREUNDER IN A REASONABLE TIME FRAME, AND IF KAESER COMPRESSORS DETERMINES THAT IT IS UNABLE OR UNWILLING TO CORRECT ANY SUCH DEFECT OR NON-CONFORMITY, THEREAFTER, PURCHASER MAY PURSUE THE ALTERNATIVE REMEDIES SET FORTH HEREIN. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR EXPENSES INCURRED BY THE OTHER PARTY, THE OTHER PARTY'S CUSTOMERS OR ANY THIRD PARTY, WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHER THEORIES OF LAW OR EQUITY, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE FACILITIES OR SERVICES, DOWNTIME COSTS OR CLAIMS OF CUSTOMERS OR SUCH OTHER PARTY FOR SERVICE INTERRUPTION, OR ANY OTHER TYPES OF ECONOMIC LOSS WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE.



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