

# Warranty

**KAESER**  
**COMPRESSORS**

*Built for a lifetime.™*

## Optional Five Year Rotary Screw Compressor

Model: \_\_\_\_\_ Serial No: \_\_\_\_\_ Start-up Date: \_\_\_\_\_

Kaeser Compressors, Inc. herein referred to as "Kaeser," warrants the Sigma Profile airend, compressor drive motor and Sigma Control™ or Sigma Control Basic will be free of defects in material and workmanship for a period of sixty (60) months from the date of start-up, not to exceed sixty-six (66) months from the date of shipment from Kaeser, whichever occurs first. If any failure to conform to this warranty is reported to Kaeser within these stated time periods, Kaeser shall, upon prompt written notification, correct such nonconformity by suitable repair to such equipment, supplying any replacement parts required FCA point of shipment.

Kaeser Compressors, Inc. further warrants the entire rotary screw compressor package for twelve (12) months from date of start-up, not to exceed eighteen (18) months from the date of shipment from Kaeser, whichever occurs first. The drive motor contactor(s) maintain the standard twenty-four (24) months from start-up not to exceed thirty (30) months from the date of shipment from Kaeser, whichever occurs first.

Should any failure to conform with the above warranties occur during the specified period under normal use, and the equipment has been proven to Kaeser's satisfaction to have been properly stored, installed and maintained, and purchaser has complied with all procedures outlined below, then Kaeser shall, with prompt notice by purchaser, correct such non-conformities at its option either by repair or replacement or by refund of the purchase price of the non-conforming equipment. Return of equipment to such delivery point as Kaeser may direct pursuant to this paragraph shall be at purchaser's risk and expense. Kaeser warrants any equipment repaired or 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 start-up of such repaired or replaced equipment or for a period ending on the expiration of the original equipment 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.

This optional program is contingent on the following provisions:

- The Extended Warranty Program applies to standard Sigma compressors running less than 145 psig. This program does not apply to vacuum screws, Omega or Mobilair.
- The extended warranty program does not apply to Kaeser products when being shipped and installed outside the United States.
- Kaeser's normal warranty policies and procedures concerning warrantable failures, credits for labor, travel, mileage and freight charges apply to the extended warranty period.
- To qualify for the extended warranty, a customer must purchase one "5-Year Warranty Maintenance Kit" at the time of the compressor purchase and one "5-Year Warranty Maintenance Kit" each year of the term of the extended warranty. These kits include maintenance parts and fluid required for a machine running in a one-shift environment. Machines running more than one shift will require additional fluid, oil filters, and filter mats. Filters are to be replaced, at a minimum, once per year per shift of operation. Replacement parts and fluid must be genuine Kaeser parts. The kits include micro-fiberglass oil filters which are a requirement for the Extended Warranty Program. The fluid included with the kits is S-460 or FG-460. After the initial fill is removed from the compressor, the compressor must run S-460 or FG-460 for the life of the Extended Warranty Program.
- The standard factory fluid fill must be changed no later than 3000 hours of operation or at the end of the first year, whichever occurs first. Subsequent fluid changes must be performed on an annual basis (one-year from initial change), or as indicated by the analysis program, regardless of operating hours.
- We have a free Lubricant Analysis Program as a required part of the Extended Warranty Program. Recommendations of the Lubricant Analysis Program will supersede the instruction manual. Lubricant analysis must be performed at least every 3000 operating hours or annually, whichever occurs first.
- The selling distributor or branch must keep records of kit purchases for each participant. Purchase orders for kits must include the part number and serial number of the machine for which the kit is purchased. In the event of a warrantable failure, this information will be required. Failure to keep the customer current with kit purchases or failure to properly document kit purchases will result in the distributor or branch being responsible for any warranty repair.
- **IMPORTANT! The Extended Warranty is activated by a returned, completed start-up report. Failure to properly document the start-up will mean that the standard warranty will apply. The start-up report includes a check box for the Extended 5 Year Warranty which MUST be checked.**

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 equipment furnished hereunder, and shall be conditioned upon purchaser's return of the defective equipment 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 repair, replacement 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 WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

**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](https://kaeser.com/warranty).

[kaeser.com/warranty](https://kaeser.com/warranty)

# 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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