

Warranty

Booster Compressors

Model: _____ Serial No: _____ Start-up Date: _____

Kaeser Compressors, Inc. herein referred to as "Kaeser," warrants that the Booster Compressors, manufactured by it and delivered hereunder will be free of defects in material and workmanship for a period of twelve (12) months from date of start-up, not to exceed eighteen (18) 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 in the Kaeser Service Manual, 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.

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 www.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.



Built for a lifetime.™

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Certified Management Systems

