

Warranty

Oil Mist Eliminator OME

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

1. Mist Eliminator Coalescing Filter Cartridge 5-Year Guarantee Statement:

The Manufacturer guarantees that the coalescing filter cartridge shall not require replacement for five (5) years after shipment by The Manufacturer. This guarantee is based on the filter as delivered and is contingent upon the following:

- a) the filter is installed and operated as specified in the Installation and Operating Manual supplied with the filter and
- b) operation of the filter is within the filter specification limits.

2. Mist Eliminator 5-Year Warranty Statement:

The Manufacturer warrants that the filter will be free from defects due to materials or workmanship for five (5) years after shipment by The Manufacturer. If within thirty (30) days after Buyer's discovery of any such defects, Buyer notifies The Manufacturer thereof in writing, The Manufacturer shall, at its options and as the exclusive remedy for this warranty, promptly repair or replace the portion of the filter found to be defective. Failure by Buyer to give The Manufacturer such written notice within the applicable time period specified above, shall be deemed a waiver of buyer's claim for such defects.

The warranty covers parts only for the warranty period. Products repaired or replaced under warranty shall be warranted for the unexpired portion of the warranty applying to the original product. This warranty is based on the filter as delivered and is contingent upon the following:

- a) the filter is installed and operated as specified in the Installation and Operating Manual supplied with the filter and
- b) operation of the filter is within the filter specification limits. The maximum damages liability of the manufacturer or The Manufacturer is the original purchase price of the product or part.

The foregoing warranty is exclusive and in lieu of all warranties, whether written, oral, or statutory, and is expressed in lieu of the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

The manufacturer shall not be liable for loss or damage by reason of strict liability in tort or its negligence in whatever manner including design, manufacture or inspection of the equipment or its failure to discover, report, repair, or modify latent defects inherent therein.

The manufacturer, his representative or distributors shall not be liable for loss of use of the product or incidental or consequential costs, expense, or damages incurred by the buyer, whether arising from breach of warranty, negligence or strict liability in tort.

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.



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