

Warranty

Membrane Dryers KMM and KMM-PS

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

The manufacturer warrants the product manufactured by it, when properly installed, operated, applied, and maintained in accordance with the procedures and recommendations outlined in the manufacturer's instruction manuals, to be free from defects in material or workmanship for a period of one (1) year from the date of shipment from the manufacturer or the manufacturer's authorized distributor, or eighteen months from the date of shipment from the factory, whichever occurs first, provided such defect is discovered and brought to the manufacturer's attention within the aforesaid warranty period.

The manufacturer will repair or replace any product or part determined to be defective by the manufacturer within the warranty period, provided such defect occurred in normal service and not as the result of misuse, abuse, neglect, or accident. Normal maintenance items requiring routine replacement are not warranted. The warranty covers parts and labor for the warranty period unless otherwise specified. Repair or replacement shall be made at the factory or the installation site, at the sole option of the manufacturer. Any service performed on the product by anyone other than the manufacturer must first be authorized by the manufacturer.

Unauthorized service voids the warranty and any resulting charge or subsequent claim will not be paid. Products repaired or replaced under warranty shall be warranted for the unexpired portion of the warranty applying to the original product.

The foregoing is the exclusive remedy of any buyer of the manufacturer's product. The maximum damages liability of the manufacturer is the original purchase price of the product or part.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, 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 DISTRIBUTOR SHALL NOT BE LIABLE FOR LOSS OF USE OF THE PRODUCT OR OTHER INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES, OR DAMAGES INCURRED BY THE BUYER, WHETHER ARISING FROM BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.

The manufacturer does not warranty any product, part, material, component, or accessory manufactured by others and sold or supplied in connection with the sale of the manufacturer's products.

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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