

# OMEGA COMPRESSORS

For us, it's not just business. It's personal.

## HEAVY DUTY INDUSTRIAL AIR COMPRESSORS TWO YEAR LIMITED WARRANTY WARRANTY AND PROCEDURE

Subject to the terms and conditions contained herein, OMEGA COMPRESSORS (the "Manufacturer") warrants that Heavy Duty Industrial Air Compressors which includes Industrial, Climate Control (HVAC) and Fire Sprinkler Series (the "Product") shall be free of defects in material and workmanship (the "Warranty") for a period of two years from date of purchase. This warranty is subject to the following terms and conditions:

- When in use, the product must be properly installed, operated, applied and maintained in accordance with procedures and recommendations outlined in the Manufacturer's instruction manual.
- All claims under this Warranty must be brought to the attention of the Manufacturer within the Warranty Period.
- The warranty shall continue to apply to any Product or part of any product replaced or repaired under the Warranty for the remaining terms of the Warranty Period as would have been applicable to the original Product or part of the Product
- This warranty is applicable to the original purchaser of the Product and is not transferable.

This warranty shall be deemed void if:

- The Product is not properly maintained as detailed in the Manufacturer's instruction manuals or the Product is subject to misapplication, incorrect installation, misuse, abuse, neglect, incorrect maintenance or accident.

This product is subject to Ordinary Wear and Tear, which particularly applies to parts that are subjected to heat and friction or that may generally have a known useful life. The Manufacturer shall determine, in its sole and reasonable discretion, if a Product or part of a Product has been subject to Ordinary Wear and Tear. This Warranty does not apply to Ordinary Wear and Tear. Ordinary Wear and Tear items and the length of warranty coverage that differs from our two limited warranty are as follows:

- Filter elements and Compressor oil - No warranty coverage
- Pump rings, Valves, Bearings, Seals, Gaskets and O Rings – 1 year limited warranty

In addition this warranty does not apply to:

- Compressor pumps using other than the recommended compressor pump lubricant
- Tightening of nuts, bolts and fittings due to shipment and normal vibration.
- Air Compressors that are on rental.
- Honda Gas Engines which must be taken to an approved Honda Warranty Centre and the warranty is covered under the Honda warranty policy and procedures.
- Products, parts, materials, components or accessories manufactured by parties other than the Manufacturer or supplied in connection with the sale of the Manufacturer's Product. The items and length of warranty coverage that differs from our two year limited warranty are as follows:
  - Air receiver, Motor pulley(s), Belt guard(s) and Belts– 1 year limited warranty
  - Check valve(s), Pressure switch(es), Starter(s), Alternator control panel, Solenoid valve(s), Pilot valve, Throttle controls, Safety valve(s), Gauge(s) and Ball valves – 6 month limited warranty
- Damages resulting from transportation, installation or servicing.

The following procedure must be followed for all warranty situations, to ensure prompt remedial action and avoid any issues with any warranty claims and credit/payment. Please note that this policy applies to equipment sold and installed within Canada and the continental United States only. This procedure applies to products sold by OMEGA COMPRESSORS.

1. When a customer (end user) notifies a distributor with an issue with equipment sold by Omega Compressors, the distributor must first make all attempts to diagnose the issue by phone with the end user, and then, if further action is required, call Omega Compressors to report the service incident. The distributor MUST have the unit MODEL NUMBER, SERIAL NUMBER and ORIGINAL PURCHASE ORDER NUMBER to report the claim.

- Omega Compressors will then confirm the issue with the distributor and indicate the required action to affect a solution. If the distributor is not certain of the cause, Omega Compressors will call the end user directly to attempt to accurately diagnose the issue. The end user may be asked to make simple on-site observations in order to assist Omega Compressors in diagnosing the issue.

NOTE: If steps 1 & 2 are not carried out, Omega Compressors will not be responsible for any labour, parts or travel time incurred by the distributor in diagnosing issues on site.

- When the issue is identified, Omega Compressors will issue a WR (warranty report) number and advise the distributor to proceed with the Warranty Repair or Return and arrange to ship any required parts to the distributor as soon as possible. The WR will contain all pertinent information regarding the current situation including specific unit information; a description of the issue; actions recommended by Omega Compressors or its Service contractor; and any parts and or labour required including associated costs. All correspondence regarding a particular incident must include the WR number provided by Omega Compressors.

In the case of warranty parts a thirty-day (30) period will be allowed for the return of the defective part(s) unless advised by Omega Compressors to field scrap. The freight charges for the return of the defective goods will be paid by Omega Compressors only if the specified freight company is used, as requested by Omega Compressors. All returned parts must be marked with the appropriate WR number. No returned parts will be accepted without a valid WR number clearly marked on the carton or packing slip.

- Omega Compressors will make a determination as to whether or not the customer (end user) is able to make a part change. If the issue is more involved, requiring a compressor technician Omega Compressors will either, (1) approve a service trip by the distributor, (2) obtain service with an outside contractor, or (3) advise that the unit be returned to the factory for repairs or exchange. This decision will be based on the availability of a qualified service technician at the distributor, and/or the distance to the customer's location, and is at the sole discretion of Omega Compressors.
- If an outside contractor is employed, Omega Compressors will issue a purchase order directly to the contractor. The distributor and/or customer may be involved in the contractor selection, but the transaction will be between the contractor and Omega Compressors. Any invoice originating from a service company, which has not been previously authorized by Omega Compressors will not be recognized by Omega Compressors.
- Any warranty labour authorized to be provided by the distributor will be indicated on the WR issued for that specific situation. The WR will indicate the maximum labour time and hourly labour rate allowed under warranty for the specific repair required. A new WR must be issued for each service incident. **NO LABOUR CLAIMS WILL BE PAID WITHOUT A VALID WR NUMBER. ALL INVOICES FOR WARRANTY CLAIMS MUST BE RECEIVED WITHIN 45 DAYS OF THE INCIDENT DATE.** The distributor or contractor must "guarantee" their repair work. For example, if a check valve is replaced and not installed properly and then leaks around the threads, the distributor or contractor is liable for all costs associated with the additional repair. Unauthorized repairs or modifications will void all warranties.
- Warranty labour rates allowed by Omega Compressors are the distributor's normal warranty labour rate or as indicated on the WR. Labour rate exceptions are at the sole discretion of Omega Compressors. Overtime labour rates, food and lodging are not covered under warranty.
- Service truck mileage will be paid up to a maximum of 150kms (93 miles) total, unless a greater distance is agreed previously and so indicated on the WR.
- Travel time to or from the job site will be paid up to a maximum of 1 hour each way, unless agreed previously and so indicated on the WR.
- Specifically, NOT included under warranty are any "truck loading" or "equipment rental" charges or installation and any other costs incurred by the end user due to downtime.

NOTE: Items 7 & 9 will contribute, in part, to the Omega Compressors decision regarding the selection of the distributor's service technician, an outside contractor, or factory repair.

This policy is designed to simplify and clarify the obligations of Omega Compressors, in the event that warranty parts or service are required for any Omega Compressor's Heavy Duty Industrial Air Compressors. Adherence to this policy will result in the prompt and efficient resolution of any warranty situation.

This Limited Warranty is in lieu of all other warranties, expressed or implied, including all implied warranties of merchantability and fitness for a particular use and purpose. The Purchaser agrees that the sole and exclusive remedy against The Manufacturer shall be limited to the repair or replacement of defective parts. The Purchaser further agrees that no other remedy, including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss, shall be available to it. In any event, the liability of The Manufacturer for any damages shall be limited to and shall not exceed the purchase price of the equipment.

This warranty constitutes the entire agreement between The Manufacturer and The Original Purchaser and no representative or agent is authorized to alter the terms of same without expressed written consent of The Manufacturer.