

# Standard Warranty Oil-Lubricated Rotary Screw

A, B, C, G, H, J, K, and N

# STANDARD WARRANTY

DV Systems (the "Company") warrants to each original retail purchaser ("Purchaser") of its new products from the Company or its authorized distributor that such products are, at the time of delivery to the Purchaser, free of defects in material and workmanship.

## STANDARD WARRANTY PERIOD

The Company's obligation under this warranty is limited to repairing or, at its option, replacing, during normal business hours at an authorized service facility of the Company, any part which in its judgment proved not to be as warranted within the applicable warranty period as follows. **Regular maintenance in accordance** with the service manual is required. Use of genuine DV Systems OEM parts and lubricants are <u>highly recommended</u>. If a component failure is deemed a result of using non-genuine DV Systems parts and lubricants, warranty will not be allowed.

COMPONENT	SERIES	STANDARD WARRANTY COVERAGE	DETAILS
Package	ALL SERIES	<b>12 months (1 year)</b> from startup or <b>18 months</b> from date of manufacture, whichever occurs first	All components within the package, excluding normal wear items
Airend	ALL SERIES	<b>12 months (1 year)</b> from startup or <b>18 months</b> from date of manufacture, whichever occurs first	Normal wearing items, such as shaft seals and inlet valve components, along with the servicing of these items is not covered under the warranty unless deemed as material or workmanship defects. Any disassembly or partial disassembly of the airend, or failure to return the "unopened" airend per Company instructions, will be cause for denial of warranty
Electric Motors	ALL SERIES	<b>12 months (1 year)</b> from startup or <b>18 months</b> from date of manufacture, whichever occurs first	Includes both drive motor and cooling fan motor if applicable. For nonstandard motors, the original manufacturer's warranty will take precedence.
Package Controller & VFD	ALL SERIES	<b>12 months (1 year)</b> from startup or <b>18 months</b> from date of manufacture, whichever occurs first	Includes package controller and variable frequency drive if applicable
Major Package Components	ALL SERIES	<b>12 months (1 year)</b> from startup or <b>18 months</b> from date of manufacture, whichever occurs first	Includes air/oil reservoir and air/oil cooler
Labor	ALL SERIES	<b>12 months (1 year)</b> from startup or <b>18 months</b> from date of manufacture, whichever occurs first	Service will be provided by Company representative or authorized service personnel, for repair or replacement of any product or part which in the Company's sole judgment is proved to be as warranted. Labor shall be limited to the amount specified in the Company's labor rate schedule. All costs of transportation of product, parts, and repaired or replacement parts claimed not to be as warranted to and from such service facilities shall be borne by the Purchaser. The Company may require the return of any part claimed not to be as warranted to one of its facilities as designated by Company, transportation prepaid by Purchaser, to establish a claim under this warranty. Replacement parts provided under the terms of the warranty are warranted for the remainder of the Warranty Period.

### NO WARRANTY IS MADE WITH RESPECT TO:

- 1. ANY PRODUCT WHICH HAS BEEN REPAIRED OR ALTERED IN SUCH A WAY, IN THE COMPANY'S SOLE JUDGMENT, AS TO AFFECT THE PRODUCT ADVERSELY
- 2. ANY PRODUCT WHICH HAS, IN THE COMPANY'S SOLE JUDGMENT BEEN SUBJECT TO NEGLIGENCE, ACCIDENT, IMPROPER STORAGE, OR IMPROPER INSTALLATION OR APPLICATION
- 3. ANY PRODUCT WHICH HAS NOT BEEN OPERATED OR MAINTAINED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE COMPANY
- 4. ANY RECONDITIONED OR PRIOR OWNED PRODUCT

### STANDARD WARRANTY DISCLAIMER

THE FOREGOING WARRANTY IS EXCLUSIVE AND IT IS EXPRESSLY AGREED THAT, EXCEPT AS TO TITLE, THE COMPANY MAKES NO OTHER WARRANTIES AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. THE REMEDY PROVIDED UNDER THIS WARRANTY SHALL BE THE SOLE, EXCLUSIVE AND ONLY REMEDY AVAILABLE TO PURCHASER AND IN NO CASE SHALL THE COMPANY BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOSSES OR DELAYS HOWSOEVER CAUSED. NO STATEMENT, REPRESENTATION, AGREEMENT, OR UNDERSTANDING, ORAL OR WRITTEN, MADE BY ANY AGENT, DISTRIBUTOR, REPRESENTATIVE, OR EMPLOYEE OF THE COMPANY WHICH IS NOT CONTAINED IN THIS WARRANTY WILL BE BINDING UPON THE COMPANY UNLESS MADE IN WRITING AND EXECUTED BY AN OFFICER OF THE COMPANY. THIS WARRANTY SHALL NOT BE EFFECTIVE AS TO ANY CLAIM WHICH IS NOT PRESENTED WITHIN 30 DAYS AFTER THE DATE UPON WHICH THE PRODUCT IS CLAIMED NOT TO HAVE BEEN AS WARRANTED. ANY ACTION FOR BREACH OF THIS WARRANTY MUST BE COMMENCED WITHIN ONE YEAR AFTER THE DATE UPON WHICH THE CAUSE OF ACTION OCCURRED. ANY ADILSTMENT MADE PURSUANT TO THIS WARRANTY SHALL NOT BE CONSTRUED AS AN ADMISSION BY THE COMPANY THAT ANY PRODUCT WAS NOT AS WARRANTED. WARRANTY IS NOT TRANSFERRABLE