

# Devair Limited Warranty

## - Air Compressor Pumps -

Subject to the terms and conditions contained herein, Devair Inc. (the "Manufacturer") warrants that the Compressor Pump (the "Product") shall be free of defects in material and workmanship (the "Warranty") for a period of one (1) year from the date of purchase, not to exceed eighteen (18) months from the date of manufacture (the "Warranty Period").

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 manuals;
- 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 the Product replaced or repaired under the Warranty for the remaining term 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 does not apply to a Product that is purchased outside Canada or the continental United States (the "Territory"); and
- any service on the Product must be performed by the Manufacturer or, if by another party, only with the prior written authorization of the Manufacturer.

If there is a defect in the material or workmanship of the Product to which the Warranty applies, the Manufacturer will repair or replace the Product or part of the Product determined to be defective by the Manufacturer, in its sole and reasonable discretion. This Warranty applies only to parts and labour necessary to correct a defect in the Product.

This Warranty shall be deemed void if:

- any service on the Product is performed by any party other than the Manufacturer or his agent without the prior written authorization of the Manufacturer;
- the Product is not properly maintained as detailed in the Manufacturer's instruction manuals; or
- the Product is subject to misapplication, misuse, abuse, neglect, incorrect maintenance or accident.

This Product is subject to ordinary wear and tear ("Ordinary Wear and Tear"), which particularly applies to parts that are subjected to friction or that may generally have a known useful life [including but not limited to compressor pump rings, valves and bearings]. 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.

In addition, without limiting the foregoing, this Warranty does not apply to:

- all shipping and handling charges
- compressor pumps using other than the recommended compressor pump lubricant;
- costs of removal, replacement, or repair of Product without previous authorization from Manufacturer;
- expenses incurred by a technician of the Manufacturer for travel or lodging beyond a 100 kilometer (60 mile) distance from the nearest Devair Authorized Service Centre.
- damages resulting from transportation, installation, or servicing;
- 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; and
- the cost of rental or loaner equipment provided to the customer while the Product is being assessed, repaired, or replaced.

TO THE MAXIMUM EXTENT PERMITTED BY STATE, PROVINCIAL OR FEDERAL LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN SOME JURISDICTIONS, THE DURATION OF IMPLIED WARRANTIES IS HEREBY EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY STATED ABOVE. TO THE MAXIMUM EXTENT PERMITTED BY STATE, PROVINCIAL OR FEDERAL LAW, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF WARRANTY OR CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, SHALL THE MANUFACTURER BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE PRODUCT OR ASSOCIATED EQUIPMENT, LOST REVENUES OR PROFITS OR COST OF SUBSTITUTE EQUIPMENT RELATING TO OR ARISING OUT OF THE USE OF THE PRODUCT OR A CLAIM UNDER THIS WARRANTY HOWSOEVER CAUSED.

In order to make a claim under this Warranty, the customer must first call Devair's Warranty Department at the number shown on this warranty. All returns must be pre-authorized, returned 'Freight Prepaid', and accompanied by a 'Return Authorization (RA) Number'. All decisions made by the Manufacturer with regard to this Warranty shall be final. The Manufacturer will not be responsible for any claimed defective materials returned other than in accordance with this statement of policy or without its prior written authorization.

This Warranty does not apply to Ordinary Wear and Tear