

## **Pneu-Assure Standard Warranty**

### **Definitions**

**Pneutech** means any member of Pneutech Group (Industrial Air Systems NZ Ltd)

**Customer** means any customer of Pneutech or it's member companies for which a Pneu-Assure Master Maintenance Plan or Pneu-Assure Gold Guarantee or Pneu-Assure Standard Warranty is being offered.

**Pneu-Assure Master Maintenance Plan** means a detailed service contract with all aspects of the customer's specific consumable requirements.

**Code of Compliance** means the Pneu-Assure Master Maintenance Code of Compliance.

Pneutech warrants its products to the first retail purchaser, to be free from defects in material and workmanship and against loss of capacity due to wear, subject to the following provisions:

### **Warranty Duration**

The warranty period for applicable Pneutech products is as follows:

1. **Compressor Air End** 24 months from the date of commissioning by a Pneutech authorized distributor or 27 months from the date of shipment by Pneutech, whichever is the first to occur.
2. **Other Compressor Components** 12 months from date of commissioning by a Pneutech authorized distributor or 15 months from the date of shipment by Pneutech, whichever is the first to occur.
3. **Parts replaced under warranty** remainder of the original warranty period for the replaced part
4. **Parts, accessories and attachments sold separately from compressors, excluding warranty replacement parts** 12 months from date of invoice to the first user. Includes equipment such as (but not limited to) refrigerated dryers, generators, filtration, air receivers

### **Registration and Obtaining Warranty Service**

The purchaser, or authorized Pneutech distributor on his behalf, must complete and return the warranty registration form (or commissioning report/Pneutech handover certificate) within 10 days of commissioning date and 60 days from date of shipment from Pneutech to initiate the warranty (whichever is the first to occur). If the warranty registration is not initiated in this manner the warranty will be null and void.

Service under this warranty is obtained by contacting Pneutech before the expiration of the warranty.

### **Pneutech Obligations**

Pneutech will repair or replace, at Pneutech discretion, any defective part, pay the reasonable labour cost of making the repair or installing the replacement part, pay overland freight for the return of defective parts and shipment of replacement parts.

### **Customer's Obligations**

Performance of proper maintenance as indicated in the Pneu-Assure Code of Compliance and/or Pneu-Assure Master Maintenance Plan and/or the operation manual provided with the equipment, a copy of which is made part of this contract. Provide any claim for warranty in writing to Pneutech within the warranty period. The customer is also responsible for the following: the cost of normal maintenance and maintenance items, the consequences of service performed by someone other than a party authorized to perform warranty service if such service, in the judgment of Pneutech, has adversely affected the performance of the compressor, the consequences of negligence, misuse,

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accident, installation, or storage. The consequence of compressor lubrication neglect as manifested by varnishing, pitting, erosion of the rotors or stator or both. Any premium for overtime labour requested by purchaser to make warranty repairs and any premium freight cost to ship warranty replacement parts. Costs incurred in gaining access to the compressor such as overcoming barriers such as walls, fences or similar structures or the construction of ramps or lifts necessary for removal or reinstallation of the compressor, incidental travel costs such as tolls, meals, lodging and similar.

#### **Exclusions and Limitations**

Oil leaks except oil leaks that require no more than tightening joints will be covered under warranty for a period of 60 days from start up. Including but not limited to electric motors, drives and driers unless specifically and otherwise identified in this warranty Pneutech obligation shall not apply to components not of its own manufacture and is only to extend to the purchaser the warranty provided to Pneutech by the component supplier. Disassembly of the air compressor air end will void the compressor air end warranty and render the air end ineligible for exchange. The attachment of accessories or service parts not supplied or recommended by Pneutech may void the warranty of the product.

Pneutech warranty does not cover the cost of hire equipment in the event of machine failure. Any failure of equipment due to external incidents (eg power surges, faulty power supply), are not covered by warranty.

Any warranty shall cease and be at an end if the goods are taken out of New Zealand, unless a specific international warranty is provided by the manufacturer. In such case the terms of the warranty shall be limited to the specific terms of the manufacturer's warranty.

**THIS WARRANTY IS PNEUTECH'S ONLY WARRANTY OF ITS PRODUCTS AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. PNEUTECH HAS NO OBLIGATION UNDER THIS WARRANTY OR OTHERWISE (REGARDLESS OF THE FORM OF ACTION) FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOST INCOME, WHETHER SUFFERED BY THE BUYER OR A THIRD PARTY. THE TOTAL RESPONSIBILITY OF PNEUTECH FOR CLAIMS, LOSSES, LIABILITIES OR DAMAGES, WHETHER IN CONTRACT OR TORT, ARISING OUT OF OR RELATED TO ITS PRODUCTS SHALL NOT EXCEED THE PURCHASE PRICE OF THE COVERED PRODUCT.**

This warranty applies to all Pneutech products, and supersedes previous warranty policies. In the event of any conflict between this warranty and earlier warranty statements, the terms of this warranty will prevail.

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