

***firstAIR***

Compressors! No compromises.

# WARRANTY CONDITIONS

firstCAirwarranty

Information is available from our customer care center:  
Email: [info@firstaircompressor.com](mailto:info@firstaircompressor.com)

In its capacity as a contractual partner of Curtis-Toledo Inc. (CTI), the purchaser will be provided with a non-transferable warranty coverage for the agreed term by CTI. The content of the warranty is determined by the following conditions. Statutory warranty claims of the purchaser against CTI remain without prejudice from these conditions and are neither restricted nor broadened in terms of content. Any contractual provisions deviating from the statutory provisions (specifically CTI general terms and conditions) also remain without prejudice therefrom.

1. Validity/term:

- **The warranty period if directly shipped from CTI to Distributor:** Twelve (12) months from date of startup eighteen (18) months from date of shipment or eight thousand (8000) running hours from date of the first startup, whichever occurs first.
- **The warranty period if directly shipped from CTI to End User:** Twelve (12) months from date of startup sixteen (16) months from date of shipment or eight thousand (8000) running hours from date of the first startup, whichever occurs first.
- Upon expiry of the term, all warranty-based claims are barred by limitation, including any such relating to exchanged components.

2. The firstCAir warranty:

- Applies to all firstAir screw compressors.
- The warranty solely covers the following components: air end, electric motors, oil separator receivers, heat exchangers, electronic controller, control valves and compressed air receivers.
- A warranty claim shall exist if one of the covered components requires repair during the warranty period due to a direct malfunction and not as a result of a defective part not included in the warranty coverage.
- The warranty solely covers parts required to rectify the defect in question (including shipping costs). All additional costs (e.g. travel costs, labor costs, equipment, special/express surcharges, customs and import duties) shall be the responsibility of the purchaser.

3. To activate the firstCAir warranty:

- The purchase price for the machine in question must have been paid in full.
- The particular machine must be registered with CTI within 30 days of the commissioning date, thereby completing the firstAir Rotary Screw Start Up and Warranty Registration Form in its entirety and returned to CTI within 30 days of Start Up to Validate the Standard Manufacturers Warranty. Failure to do so will void all warranty.
- Email this completed Start Up form to [support@firstaircompressor.com](mailto:support@firstaircompressor.com).
- The installation conditions and requirements must be maintained within CTI specifications (see operating instructions).

4. The firstCAir warranty shall be void when:

- Preventative or corrective maintenance work prescribed by CTI (e.g. based on the respectively applicable maintenance schedule) has not been carried out precisely at the intervals stipulated by CTI. Stipulated maintenance intervals may not

be exceeded by more than 100 operating hours.

- Each maintenance session is to be documented in a service report (complete with the machine type and respective serial number). Upon request and in the event of a claim, the purchaser will provide CTI with copies of all substantiating documentation confirming the details of previous maintenance tasks (respective service reports, maintenance reports, invoices) where;
- The purchaser has not exclusively used original spare parts, service parts and lubricants supplied by CTI;
- Operating instructions for the machine stated in the operating instruction manual have not been observed;
- Following a change of location, the machine has not been set up and commissioning documented and reported to CTI in accordance with Section 3;
- The damage in question results from vandalism, wrongful intention, misuse, power supply defects (e.g. under voltage or overvoltage); or
- Consequential damage is traced to parts not covered by the warranty coverage, or damage to a component not covered by the warranty results from damage to a component duly covered by the warranty.

5. The following are specifically excluded from the firstCAir warranty:

- Maintenance tasks and the requisite material for such (see maintenance schedule)
- (Preventive or corrective) maintenance tasks and repairs performed ahead of schedule as a result of unfavorable environmental and/or operating conditions
- Claims for compensation, particularly due to consequential damage/loss and lost profit

6. In the case of a warranty claim, and in general, the following must be observed:

- Warranty claims are to be registered using the 'warranty claim' form.
- Claims will be dealt with in the same way as statutory warranty claims (cf. Curtis-Toledo, Inc. general terms and conditions).
- When ordering any maintenance and spare parts, the purchaser must state the type of machine involved and serial number.
- In all cases, CTI may personally investigate the damage and respective cause and/or arrange for investigation of such. CTI may appoint a neutral expert appraiser in the event of disputes regarding the existence of a warranty obligation or the level of damage. Where claims asserted by the purchaser are confirmed by the expert appraiser, CTI will bear the expert appraiser costs. Where the appraisal favors CTI, the costs shall be responsibility of the purchaser. Ownership of exchanged parts passes to CTI.