

SMART STANDARD WARRANTY

Oil-Lubricated Rotary Screw Compressor Packages

The SMART Standard Warranty is available on all new hertz Kompressoren USA Inc. (the “HERTZ”) oil-lubricated rotary screw compressor packages (the “Compressor Packages”) shipped after January 1, 2017.

HERTZ warrants to all original retail purchasers (the “Purchaser”) that each component in the Compressor Packages is free from defects in materials and workmanship during the applicable warranty period. The warranty period for each component is as described below. The warranty period shall not be stalled, tolled, extended, or suspended, for any reason whatsoever. The SMART Standard Warranty applies only to the original retail purchaser of the Compressor Package and is not transferable.

During the applicable warranty period, the Company, or one of its authorized service providers, will repair or replace the components listed below, in its sole discretion, if proven to have been manufactured with a defect in materials or workmanship. All replaced and/or repaired components shall assume the identity of the original component for purposes of this warranty and this warranty shall not be extended with respect to such components. HERTZ’s sole liability and responsibility hereunder is to repair manufacturer-defective components, using an authorized service provider, during normal business hours. HERTZ highly recommends that you do not attempt to repair the component yourself or use an unauthorized servicer. HERTZ will have no responsibility or liability for repairs or work performed by a non-authorized servicer. If you choose to have someone other than an authorized service provider work on your components, THIS WARRANTY WILL AUTOMATICALLY BECOME NULL AND VOID. Authorized service providers are those persons or companies that have been specially trained on HERTZ products, and who possess, in HERTZ’s opinion, a superior reputation for customer service and technical ability. All costs of transportation shall be borne by Purchaser.

To be eligible for the SMART Standard Warranty, Purchaser must file a valid warranty registration card and start-up sheet with Company within the first 30 days after start-up. Thereafter, to remain eligible, Purchase must:

- (a) Follow all recommended installation and service procedures as outlined by the Seller
- (b) Use only HERTZ KOMPRESSOREN parts, accessories and fluids on the compressor
- (c) Submit fluid samples for semi annually analysis and perform maintenance per the prescribed instructions in the Operators and/or Maintenance manual(s)

| COMPONENT | SMART STANDARD WARRANTY PERIOD | DETAILS |
|--|---|---|
| Oil-lubricated Rotary Screw Package (the "Compressor Package") | 12 months from startup or 15 months from date of shipment to Purchaser, whichever occurs first. | All components within the package, excluding normal wear items |
| Airend | 24 months from startup or 27 months from date of shipment to Purchaser, whichever occurs first. | |
| Electric Motors | 12 months from startup or 15 months from date of shipment to Purchaser, whichever occurs first. | Includes both drive motor and cooling fan motor. For nonstandard motors, the original manufacturer's warranty will take precedence. |
| Major Package Components | 12 months from startup or 15 months from date of shipment to Purchaser, whichever occurs first. | Includes package controller, variable frequency drive, air/oil reservoir, and air/oil cooler. |

Warranty Exclusions

The warranty coverage described herein excludes all defects or damage that are not the direct fault of Company, including, without limitation, one or more of the following:

- Use of the Compressor Package or any component in anything other than its normal, customary and intended manner.
- Any party's willful misconduct, negligence, misuse, abuse, accidents, neglect, improper operation, failure to maintain, improper or negligent installation, tampering, failure to follow operating instructions, mishandling, or unauthorized service.
- Adjustment, alteration or modification of any kind.
- Ordinary wear and tear.
- Any external elemental and/or environmental forces and factors, including, without limitation, rain, wind, sand, floods, fires, mud slides, freezing temperatures, excessive moisture or extended exposure to humidity, lightning, power surges, structural failures, and acts of God.

Also excluded from this warranty are Compressor Packages and components on which the serial numbers have been altered, defaced, or removed.

TO THE EXTENT ALLOWED BY LAW, THIS WARRANTY SETS OUT YOUR EXCLUSIVE REMEDIES WITH RESPECT TO THE COMPRESSOR PACKAGES, WHETHER THE CLAIM ARISES IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. ANY WARRANTY IMPLIED BY LAW, WHETHER FOR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, SHALL BE EFFECTIVE ONLY FOR THE PERIOD THAT THIS EXPRESS LIMITED WARRANTY IS EFFECTIVE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, "BUSINESS LOSS," AND/OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES.