ROGERS K SERIES ROTARY SCREW AIR COMPRESSOR ASSEMBLY

STANDARD WARRANTY

Rogers Machinery Company, Inc. warrants that the **Rogers K Series** rotary screw air compressors will be free from defects in workmanship and material under normal use in service. Under this warranty, Rogers Machinery Company, Inc. has the option to either, refund the purchase price, repair or replace any defective workmanship or part. The warranty is as follows:

- 1. Compressor Assembly One (1) year parts and labor, F.O.B. factory, from date of start-up or eighteen (18) months from date of shipment, whichever comes first.
- 2. Air End Five (5) years from date of start-up or five (5) years six (6) months from date of assembly shipment, whichever comes first, in assemblies operating at 150 PSIG discharge pressure or less. After the first year, the warranty covers replacement parts only (F.O.B. Rogers Machinery Company, Inc.). For units operating above 150 PSIG the warranty is two (2) years form date of start-up or two (2) years, six (6) months from date of assembly shipment, whichever comes first.
- 3. Main Drive Motor The **standard** motor is warranted by the manufacturer for a period of five (5) years. For units operating above 150 PSIG the warranty is two (2) years from date of start-up or two (2) years, six (6) months from date of assembly shipment, whichever comes first.
- 4. Non-standard components carry the warranty of the manufacturer.

All warranty labor performed by Rogers Machinery Company, Inc. shall be done during regular working hours, from 8:00 a.m. to 4:30 p.m., Monday through Friday. The customer is responsible for any difference between overtime and regular time labor charges.

The warranty is validated at start-up and kept in effect provided the user:

- a) Enters the daily operating data on the Factory Monitored Maintenance card and returns it to Rogers Machinery Company, Inc. on a prompt and continuous monthly basis. <u>OR</u> Keeps appropriate maintenance records, which in the sole judgement of Rogers Machinery Company, Inc., indicates that the required maintenance has been performed.
- b) Uses OEM parts in all service and maintenance repairs.
- c) Uses a Rogers Machinery Company lubricant.
- d) Participates in the factory monitored oil testing program.

The warranty does not apply to any compressor assembly which has been subject to misuse, neglect, or damaged. Nor does it apply to assemblies repaired or altered, other than by Rogers Machinery Company, Inc. authorized service personnel.

Under the terms of the warranty Rogers Machinery Company, Inc. shall not be responsible or liable for consequences regarding:

- 1. Consequential, collateral or special losses or damage, or loss of profit.
- 2. Malfunction caused by fair wear and tear, abnormal conditions of use, accident, neglect or misuse of equipment or improper storage.
- 3. Deviation from operating specifications or other special terms of sale.
- 4. Improper operation, maintenance, **non-OEM parts**, or repairs made by other than Rogers Machinery Company, Inc. authorized service personnel.
- 5. Damage resulting during shipment or installation.

In no event shall Rogers Machinery Company, Inc. be liable for any claims whether arising from breach of contract, or warranty, or claims of negligence or negligent manufacture in excess of the compressor purchase price.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

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