

# Extended Warranty Program Terms & Conditions

The Extend-Aire<sup>SM</sup> Extended Warranty Program ("Extend-Aire" or "Program") from Fluid-Aire Dynamics, Inc. ("FAD") covers the repair or replacement of the: Air-End (including housing, rotors, vanes, bearings, internal gear sets, and turn-valve), Oil-Cooler, and Oil Sump Tank (each a "Component") of an oil-flooded rotary screw or rotary vane air compressor ("Unit") registered by the owner of the Unit ("Customer") in the Program and eligible for coverage in which new PneuTech genuine parts are properly installed which then suffered a Component failure. Extend-Aire coverage continues to the earlier of 80,000 hours of Unit operation, or 20 years from the date the Unit was manufactured. Coverage is for the component only and does not include any labor for removal and reinstallation of the component itself.

## Unit Eligibility Requirements for Program Registration

- 1. Unit must have less than 80,000 hours of operation.
- 2. Unit must be less than 20 years old.
- 3. Unit must be in good running condition.
- 4. Unit must be installed in accordance with manufacturer specifications.

# **Application & Registration Process**

- 1. Customer must apply for Extend-Aire coverage for each Unit at by entering in the following information within the FAD website at www.fluidairedynamics.com/extend:
  - 1. Air Compressor Make
  - 2. Model Number
  - 3. Serial Number
  - 4. Current Machine Hours
  - 5. Manufactured Year
- 2. FAD will screen the application to determine if the Unit initially qualifies for Extend-Aire, and if so, FAD the will then request the Customer provide the following information:
  - 1. Approximate Annual Operating Hours
  - 2. Environment Type
  - 3. Date of Last PM and PM Type Completed
  - 4. Photo of Unit
  - 5. Oil Sample and date of sampling
- 3. Application and all additionally requested information is reviewed and either approved or declined, at FAD's discretion. If approved, the Unit will be officially registered in the Program and the Components will be covered according to this document.
- 4. As a condition of Extend-Aire coverage, required Unit maintenance intervals will be determined by FAD and must be agreed on by the Customer.
- 5. Upon approval of the Extend-Aire application, registering the Unit, and receiving Customer's agreement to required maintenance intervals, FAD will provide Customer with an official Extend-Aire warranty certificate and maintenance log decal to be placed on the Unit.



# Parts & Service Requirements

### Parts Only Customers:

- 1. Customer must purchase a FAD annual maintenance kit that includes all the filtration and lubricant needed to complete the annual maintenance required by FAD.
- 2. Customer must obtain an oil sample every six months, or 2,000 hours of Unit operation, whichever comes first, from each covered Unit and promptly ship each sample to FAD. The correct quantity of oil samples kits will be included as part of the annual maintenance kit for each Unit.
- 3. FAD will remind Customer by email when certain filter changes and oil samples are due.

#### **Standard Service Agreement Customers:**

- 1. FAD will provide and Customer must sign a service agreement for the applicable maintenance duration. Orders [BO2] will automatically be processed, scheduled, and completed by FAD at the time the service is due.
- 2. FAD service team will complete required oil sampling.

## Component Coverage

Extend-Aire

Extend-Aire covers each Component in a registered and eligible Unit. The Program does not include the oil seal, or externally mounted parts of the Air-End core, e.g. inlet valve, temp probe, drive couplers, and the like.

#### **Additional Terms and Conditions**

- 1. FAD may inspect any Unit prior to approving registration.
- 2. Customer represents that each Unit being applied for registration is in good running condition. All preexisting operating problems are not covered.
- 3. Coverage is only available for Oil-Flooded Rotary Screw and Rotary Vane type air compressors.
- 4. Oil sampling must be completed every six months, or every 2,000 hours of Unit operation, whichever comes first. Failure to submit an oil sample within 30 days after the applicable timeframe will disqualify the Unit from Program coverage.
- 5. Parts only Customers must order an annual maintenance kit once a year and perform the maintenance on the Unit at the set intervals agreed upon by the Customer and FAD. Failure to perform the maintenance on the Unit within 30 days of the set maintenance interval will disqualify the Unit from Program coverage.
- 6. Standard Service Agreement Customers must allow FAD to perform the contracted maintenance on the Unit at the set intervals set out in the Service Agreement. Failure to allow the maintenance to be completed on the Unit within 30 days of the set maintenance interval will disqualify the Unit from Program coverage.
- 7. Customers whose Units are disqualified from Program coverage due to failure to submit an oil sample, or failure to complete required maintenance work, or failure to order the PM parts kit within the specified timeframe, will have a six-month probation period in which Customer may re-apply for Program coverage.
- 8. If a covered component within a Unit suffers catastrophic failure, FAD reserves the right to review the affected Unit maintenance logs, inspect the Unit, and investigate circumstances surrounding the failure, such as location change of the Unit that may result in environmental or ventilation issues. Such circumstances may result in Customer being responsible for additional repair costs.
- 9. A contaminated oil sample containing metal particles may require a proactive rebuild or repair by FAD which FAD may require in a certain time period to prevent further catastrophic Unit failure. Failure to allow FAD to complete the necessary rebuild or repair work in the time frame specified, may result in Customer being responsible for additional repair costs.



- 10. A contaminated oil sample showing signs of varnishing could prompt a proactive procedure by FAD to protect against Air-End failure which FAD may require in a certain time period to prevent catastrophic failure. Failure to allow FAD to complete such repair work in the time frame specified, could result in the Customer being responsible for additional repair costs and/or the Unit being disqualified from Program coverage.
- 11. The Program does not cover damage to Components caused by reasons outside of normal operation, e.g. damage caused by a lift truck or other equipment, equipment fire, or natural disaster.
- 12. Program coverage is not transferable upon sale or transfer of the Unit to another party.
- 13. If parts become unavailable to perform a rebuild or provide a replacement Component, likely due to the age of the machine, FAD will provide a credit in the amount of a typical Air-End rebuild, or replacement price for the given size oil cooler, or oil sump tank. This credit can only be used towards a new or used Unit purchased from FAD.
- 14. FAD is only liable for the repair or replacement cost of the failed Component itself, and is not responsible for any labor costs, other material costs associated with the removal and reinstallation of the component itself, rental equipment, or downtime caused by the failed component.
- 15. Customer agrees to provide FAD with additional oil sampling from any covered Unit at any time upon FAD's request.
- 16. FAD may cancel the Program at any time. Upon Program cancellation, Customer's coverage will continue until disqualified or for the following timeframes:
  - 1. Parts Only Customers coverage continues until the current purchased annual maintenance kit expires, which is 1 year from the date of kit purchase.
  - 2. Standard Service Agreement Customers coverage continues until agreement expiration.
- 17. FAD may terminate the Program due to Customer's non-payment for parts or PM services rendered under the Program.
- 18. The Program automatically terminates for each Unit when the Unit reaches 80,000 hours of operation, or 20 years of age, whichever comes first.

#### Limitations and Disclaimer

In no event is FAD liable for special, indirect, consequential or incidental damages, including without limitation, loss of use, lost profits, lost income, whether suffered by the customer or a third party. The total responsibility of FAD for claims, losses, liabilities or damages, whether in contract or tort arising out of or related to its products shall not exceed the current value of the covered Unit.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON INFRINGEMENT, OR ANY OTHER OBLIGATION ON THE PART OF FAD. NO DESCRIPTIONS OTHER THAN THOSE IN THIS DOCUMENT SHALL BE DEEMED A WARRANTY BY DESCRIPTION OR OTHERWISE HAVE ANY LEGAL EFFECT. THE REMEDY PROVIDED UNDER THIS WARRANTY SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

THIS WARRANTY WILL NOT BE EFFECTIVE FOR ANY CLAIM WHICH IS NOT PRESENTED WITHIN 30 DAYS AFTER THE DATE UPON WHICH THE COMPONENT FAILED.



