



Limited Warranty
Effective July 5th 2021

1. Warranty Coverage

Arctic Compressor, LLC ("Seller") warrants to the original purchaser ("Buyer") that all new equipment manufactured and delivered by Seller ("Product") shall be free from defects in material or workmanship for a period of two (2) years from the date of delivery or for up to 500 hours of Product operation, whichever occurs first ("Warranty Period"). During the Warranty Period, Seller will at its option provide suitable repair or replacement of a defective Product. In the event Seller opts to repair the Product, Seller may use new or refurbished replacement parts. In the event Seller opts to replace the Product, Seller reserves the right to provide an equivalent product when unable to provide an exact replacement.

2. Limitations

This warranty is valid to the Buyer only and is non-transferable. This warranty is contingent upon Buyer's proper storage, installation, maintenance, and operation of the Product in accordance with standard industry practices, and Buyer's compliance with any and all specific recommendations of Seller. Buyer's failure to comply with any maintenance schedules provided in Product manuals shall void all coverage for defects under this warranty.

This limited warranty shall not apply to and Seller shall not be liable for:

- The effects of corrosion, erosion and normal wear and tear; or
- Damage due to fire, floods, acts of God, accidents, improper installation, abnormal or unattended operation, neglect or damage incurred in transit; or
- Repairs, replacements or adjustments to the Product performed by the Buyer or others without prior written approval from Seller; or
- Expendable materials, including but not limited to, filter cartridges, oil, and oil filters; or
- Products purchased or used outside of the United.

3. Warranty Service Claims

Notice of any known defect shall be provided to Seller in writing by mail within [thirty (30) days] of discovery during the warranty period. Buyer's written notification shall be mailed to the following address: Arctic Compressor, LLC, 431 Tower Avenue, Superior, WI 54880. Buyer's written notification shall identify the known defect, as well as identify the serial number, model number, and delivery date of the Product requiring warranty services. If requested by the Seller, the defective Product or portion thereof must be promptly delivered to Seller for inspection at Buyer's sole cost and expense. Buyer assumes all risk and liability that may arise from the use of the defective Product following the discovery of any alleged defect, and such use shall void this warranty.

4. Disclaimer

This warranty is Seller's sole warranty and any and all other warranties, expressed or implied, including any warranties of merchant-ability and fitness for particular purpose, are hereby specifically excluded, provided however, that Seller at its sole discretion may offer an extended warranty program, which the Buyer may purchase for additional warranty protection. Seller's liability for any loss or damage arising out of, or resulting from, or in any way connected with the Product shall not exceed Buyer's purchase price for the particular Product upon which such liability is based, regardless of whether such liability arises in contract, tort or otherwise. In no event shall the Seller be liable for incidental, consequential, indirect, special or punitive damages resulting from the use of the Product. Correction of any defect, in the manner and for the time period stated above, shall constitute fulfillment of all liabilities of Seller.