

# Hycomp Inc

## WARRANTY

Hycomp ("The Seller") warrants to each original purchaser ("The Purchaser") products of The Seller's own manufacture against defects in workmanship and materials under normal use and service, as follows:

Compressors – Twelve (12) months from date of factory shipment.

Repair parts – Two (2) months from date of factory shipment.

The purchase of Hycomp factory startup service will add an additional six (6) months to the compressor warranty.

The Seller's sole obligation under this warranty shall be, at its option, to repair, replace or refund the purchase price of any product or part thereof which is deemed to be defective, provided The Purchaser meets all of the applicable requirements of this warranty and none of the limitations apply.

All warranted labor charges must have Hycomp's prior written approval. This warranty covers field repair labor and repair labor at The Purchaser's facility. All other labor charges and all travel expenses except mileage are hereby excluded. Warranty repair labor will be reimbursed at Hycomp's specified rate, without regard to The Purchaser's overhead or profit.

Notice of the alleged defect must be given to Hycomp in writing with all identifying details including serial number and model number within ten (10) days of the discovery of alleged defect during the warranty period. Hycomp may require such product or part thereof to be promptly returned to Hycomp, freight pre-paid, for inspection. Hycomp's written authorization is required before shipment of such product. Warranty does not cover cost of shipping undamaged parts.

The warranty is only valid if the compressor has been properly maintained, documentation has been kept describing the maintenance performed, and the Warranty Registration Card and the Compressor Installation Checklist has been properly filled out and returned to Hycomp within fifteen (15) days of startup. Failure to provide proper preventative maintenance will void the warranty immediately. Use of substandard parts will void the warranty immediately. All costs associated with the compressor maintenance are specifically excluded from warranty coverage, and must be borne by the purchaser.

Hycomp does not warranty equipment or parts not manufactured by Hycomp, and The Purchaser must look to the original manufacturer's warranty. There are no exceptions.

This warranty shall not apply to, and Hycomp shall not be responsible or liable for:

- (a) Consequential, collateral or special losses or damages
- (b) Equipment conditions caused by fair wear and tear, abnormal conditions of use, accident, neglect or misuse of equipment, improper storage or damages resulting during shipment
- (c) Damage caused by deviation from operating instructions, installation checklist, specifications or terms of sale
- (d) Labor charges not authorized in writing by Hycomp
- (e) Labor charges, loss or damage resulting from improper installation, operation, maintenance or repairs made by person(s) other than Hycomp or Hycomp's authorized service station
- (f) Damage caused by improper application or installation of product
- (g) Damage to compressors which are not protected by an inlet filter
- (h) Damage resulting from environmental conditions from which the compressor is not protected, including heat, cold, blowing sand/dust, rain or snow, saltwater, or other acts of God
- (i) Damage to compressors that have no high temperature safety shutdown
- (j) Damage to compressors that have no low oil pressure safety shutdown
- (k) Damage to compressors that receive an unload pressure signal from a pulsing source (inlet/discharge lines)
- (l) Damage resulting from poor inlet gas quality or from differing gas quality than specified on the purchase order or original quote
- (m) Damage resulting from running conditions other than specified on the purchase order or original quote
- (n) Damage caused by improper field adjustment of compressor controls & safety monitors
- (o) Booster compressors on which no properly sized inlet receiver is installed
- (p) Damage resulting from use of replacement parts, oils, filters or other items that do not match factory required fit, form and function
- (q) Damage caused by incorrect oil viscosity for environmental temperatures and conditions

In no event shall Hycomp be liable for any claims, whether arising from breach of contract or warranty of claims of negligence or negligent manufacture, in excess of the purchase price. This warranty is the sole warranty of Hycomp and any other warranties, express, implied in law or implied in fact, including any warranties of merchantability and fitness for particular use, are hereby specifically excluded.