



WARRANTY

Boss Industries, LLC warrants that this Rotary Screw Compressor unit conforms to applicable drawings and specifications approved in writing by BOSS.

The aircend will be free from defects in material and workmanship for a period of thirty (30) months from date of shipment. All other components and parts not of BOSS manufacture will be free from defects in material and workmanship for the duration of the manufacturer's warranty period.

If within such period BOSS receives from the Buyer written notice of and alleged defect in or nonconformance of the unit, all other components and parts of BOSS manufacture and if in the judgment of BOSS these items do not conform or are found to be defective in material or workmanship, BOSS will upon return of the item F.O.B. BOSS original shipping point, repair or replace the item or issue credit for a replacement item. Defective material must be returned within thirty (30) days of return shipping instructions from BOSS. Failure to do so within specified time will result in forfeiture of claim.

Factory installed units will also include warranty on installation for a period of one (1) year.

BOSS's sole responsibility and Buyer's exclusive remedy hereunder is limited to such repair, replacement, or repayment of the purchase price.

BOSS shall have no responsibility for any cost or expense incurred by Buyer from inability of BOSS to repair under said warranty when such inability is beyond the control of BOSS or caused solely by Buyer.

This warranty shall be void and BOSS shall have no responsibility to repair, replace, or repay the purchase price of defective or damaged parts or components resulting directly or indirectly from the use of repair or replacement parts not of BOSS manufacture or approved by BOSS or from Buyer's failure to store, install, maintain, and operate the compressor according to the recommendations contained in the Operating and Parts Manual and good engineering practice. This warranty does not cover damaged caused by accident, misuse or negligence. If the compressor unit is disassembled the warranty is void.

The total responsibility of BOSS for claims, losses, liabilities or damages, whether in contract or tort, arising out of or related to its products shall not exceed the purchase price.

In no event shall BOSS be liable for any special, indirect, incidental or consequential damages of any character, including, but not limited to, loss of use of productive facilities or equipment, loss of profits, property damage, expenses incurred in reliance on the performance of BOSS, or lost production, whether suffered by Buyer or any third party.