

**1. WARRANTY INFORMATION**

- 1.1. VMAC Global Technology Inc., (hereafter “VMAC”) warrants to each original retail purchaser (hereafter “Buyer”) of its UNDERHOOD®, Hydraulic Driven, Direct-Transmission Mounted PTO Driven, Gas and Diesel Engine Driven Air Compressors, Multifunction Power Systems, and other products as defined by VMAC (hereafter “Product(s)”) from VMAC or its authorized Dealers that such Product(s) are, at the time of delivery to the Buyer, free of manufacturer defects in material and workmanship.
- 1.2. This limited warranty supersedes all previous VMAC warranties and is exclusive with no other guarantees or warranties expressed or implied.
- 1.3. For warranty claims received by VMAC within the applicable warranty period described below, VMAC will, at VMAC’s sole discretion, repair or replace any warranted parts that fail due to defects in material or workmanship or refund the purchase price of the parts. Warranty will be void if genuine VMAC parts and fluids are not used and proof thereof provided.
- 1.4. VMAC must be notified in writing within ten (10) days of any such defect or failure. No warranty work or returns without prior authorization is allowed. VMAC will provide instructions on the warranty claim procedures to be followed.
- 1.5. Warranty will commence upon VMAC’s receipt of a fully completed warranty registration form. If the fully completed warranty registration form is not received within three (3) months of the Buyer receiving the Product(s), the warranty commencement date shall be thirty (30) days from the original date of shipment from VMAC. Records of warranty adherence are the responsibility of the Buyer.

**2. WARRANTY PERIOD:**

- 2.1. 2 years or 2000 hours (whichever is reached first) on the following parts when purchased as a complete VMAC system:
  - 2.1.1. Compressor Assembly (except the clutch).
  - 2.1.2. Brackets.
  - 2.1.3. Air Oil Separator Tank.
  - 2.1.4. Oil Cooler.
  - 2.1.5. Control Box.
  - 2.1.6. Throttle Controls.
- 2.2. 1 year or 1000 hours (whichever is reached first).
  - 2.2.1. Welder Control Box.
  - 2.2.2. Display Box.
  - 2.2.3. Custom / OEM Air Compressor Systems.
  - 2.2.4. Replacement parts purchased from VMAC or VMAC Authorized Dealer.
  - 2.2.5. All other new parts and accessories purchased from VMAC or from a VMAC authorized Dealer and not listed above.
- 2.3. 6 months (from date of shipment from VMAC).
  - 2.3.1. Factory rebuilt parts.
- 2.4. Remainder of original warranty period.
  - 2.4.1. Parts sent as warranty replacements.

**3. THIS LIMITED WARRANTY SHALL NOT APPLY TO:**

- 3.1. Consumable parts, such as filters, belts, hoses or parts that fail due to normal wear and use.
- 3.2. Engines, Hydraulic Pumps and PTO (Power Take Off) (these items are covered by the manufacturer’s warranty, if any).
- 3.3. Parts that have been modified by any party other than VMAC or a VMAC Authorized Dealer or parts that have not been used and maintained in accordance with VMAC's manuals.

3.4. Damage or failures that in VMAC's sole discretion, have resulted from accidents, abuse, misuse, modification, alteration, improper installation, application or storage, lack of maintenance or servicing or improper operation (based upon VMAC manuals).

3.5. VMAC is not responsible for time or labour to gain access to the machine to perform work.

3.6. Costs incurred by towing or recovery.

#### 4. VMAC LIFETIME WARRANTY (LIMITED)

4.1. A VMAC Lifetime Limited Warranty is offered on the base air compressor only and only on UNDERHOOD, Hydraulic Driven, Direct- Transmission Mounted PTO Driven, Gas and Diesel Engine Driven Air Compressors, and Multifunction Power Systems, and other products as defined by VMAC, provided that (i) the buyer fully completes and returns a warranty registration form within 3 months of purchase, or 200 hours of operation, whichever occurs first; (ii) services are completed in accordance with the Owner's Manual; (iii) proof of purchase of applicable service kits are made available to VMAC upon request.

For more information on the VMAC Lifetime Warranty (Limited), visit [VMACAir.com/Warranty](http://VMACAir.com/Warranty)

5. VMAC products are intended for purchase and use by commercial / industrial users and persons trained and experienced in the use and maintenance of industrial equipment.

6. In the event of a warranty claim covered by this VMAC Standard Warranty (Limited) the exclusive remedies shall be, at VMAC's sole discretion: (i) repair; or (ii) replacement; (iii) where authorized in writing by VMAC in appropriate cases, the reasonable cost of repair or replacement at a VMAC Authorized Dealer; or (iv) payment of (or credit for) the purchase price (less

reasonable depreciation based upon actual use) upon return of the parts at the buyer's risk and expense. VMAC will pay standard ground freight for any warranty parts shipped to and from VMAC or (VMAC designated facility) within the applicable warranty period. Any additional expedited freight cost is the responsibility of the buyer.

7. **TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE REMEDIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES APPLICABLE TO THE VMAC PARTS. IN NO EVENT SHALL VMAC BECOME LIABLE FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT OR LOST BUSINESS OPPORTUNITY), WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL VMAC BECOME OBLIGATED TO PAY MORE ON ANY WARRANTY CLAIM THAN THE PURCHASE PRICE ACTUALLY PAID BY THE BUYER.**

8. **THIS STANDARD WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OR GUARANTEE ARISING BY OPERATION OF LAW. ANY WARRANTY NOT EXPRESSLY PROVIDED HEREIN, IMPLIED WARRANTY, GUARANTEE AND ANY REPRESENTATION REGARDING THE PERFORMANCE OF THE PARTS, AND ANY REMEDY FOR BREACH OF CONTRACT, IN TORT, OR ANY OTHER LEGAL THEORY WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE, OR COURSE OF DEALING ARE EXCLUDED AND DISCLAIMED BY VMAC.**

9. This warranty gives you specific legal rights, and you may have other rights that vary from province to province, state to state or country to country. Other than as permitted by law, VMAC does not exclude, limit or suspend other rights you may have. For a full understanding of your rights, you should consult the laws of your country, province or state.