

WARRANTY DUROFLOW BLOWERS 30 SERIES 45 SERIES 70 SERIES

GENERAL PROVISIONS AND LIMITATIONS

Gardner Denver (the "Company") warrants to each original retail purchaser ("Purchaser") of its products from the Company or its authorized distributor that such products are, at the time of delivery to the Purchaser, made with good material and workmanship. No warranty is made with respect to:

- 1. Any product which has been repaired or altered in such a way, in the Company's judgment, as to affect the product adversely.
- 2. Any product which has, in the Company's judgment, been subject to negligence, accident, improper storage, or improper installation or application.
- 3. Any product which has not been operated or maintained in accordance with the recommendations of the Company.
- 4. Components or accessories manufactured, warranted and serviced by others.
- 5. Any reconditioned or prior owned product.

Claims for items described in (4) above should be submitted directly to the manufacturer.

WARRANTY PERIOD

The Company's obligation under this warranty is limited to repairing or, at its option, replacing, during normal business hours at an authorized service facility of the Company, any part which in its judgment proved not to be as warranted within the applicable Warranty Period as follows.

BARE BLOWERS

Basic bare blowers, consisting of all parts within, are warranted for 12 months from date of initial use or 18 months from date of shipment to the first purchaser, whichever occurs first. Any disassembly or partial disassembly of the blower, or failure to return the "unopened" blower per Company instructions, will be cause for denial of warranty.

OTHER COMPONENTS

All other components are warranted for 12 months from date of initial use or 18 months from date of shipment to first purchaser, whichever comes first. The Company reserves the right to withdraw the Warranty where evidence indicates application outside the stated performance area, or where there is evidence of abuse

LABOR TRANSPORTATION AND INSPECTION

The Company will provide labor, by Company representative or authorized service personnel, for repair or replacement of any product or part thereof which in the Company's judgment is proved not to be as warranted. Labor shall be limited to the amount specified in the Company's labor rate schedule.

Labor costs in excess of the Company rate schedules caused by, but not limited to, location or inaccessibility of equipment, or labor provided by unauthorized service personnel is not provided by this warranty.

All costs of transportation of product, labor or parts claimed not to be as warranted and, of repaired or replacement parts to or from such service facilities shall be borne by the Purchaser. The Company may require the return of any part claimed not to be as warranted to one of its facilities as designated by the Company, transportation prepaid by Purchaser, to establish a claim under this warranty. Replacement parts provided under the terms of the warranty are warranted for the remainder of the Warranty Period of the product upon which installed to the same extent as if such parts were original components.

DISCLAIMER

THE FOREGOING WARRANTY IS EXCLUSIVE AND IT IS EXPRESSLY AGREED THAT, EXCEPT AS TO TITLE, THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY.

THE REMEDY PROVIDED UNDER THIS WARRANTY SHALL BE THE SOLE, EXCLUSIVE AND ONLY REMEDY AVAILABLE TO THE PURCHASER AND IN NO CASE SHALL THE COMPANY BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOSSES OR DELAYS HOWSOEVER CAUSED.

No statement, representation, agreement, or understanding, oral or written, made by any agent, distributor, representative, or employee of the Company which is not contained in this Warranty will be binding upon the Company unless made in writing and executed by an officer of the Company.

This warranty shall not be effective as to any claim which is not presented within 30 days after the date upon which the product is claimed not to have been as warranted. Any action for breach of this warranty must be commenced within one year after the date upon which the cause of action occurred.

Any adjustment made pursuant to this warranty shall not be construed as an admission by the Company that any product was not as warranted.