

VAN AIR VANTAGE WARRANTY

This limited warranty supersedes all previous Vanair® warranties and is exclusive with no other guarantees or warranties expressed or implied.

LIMITED WARRANTY—Subject to the expressed terms and conditions set forth below, Vanair® Mfg., Inc. ("Vanair"), of Michigan City, Indiana (USA), warrants to the original retail purchaser of new Vanair® equipment that such equipment is free from defects in materials and workmanship when shipped by Vanair®.

For warranty claims received by Vanair® within the applicable warranty periods described below, Vanair® will repair or replace any warranted equipment, parts or components that fail due to defects in material or workmanship or refund the purchase price for the equipment, at Vanair®'s discretion. Vanair® is not responsible for time or labor to gain access to the machine to perform work. **WARRANTY WILL BE VOID IF GENUINE VAN AIR PARTS AND FLUIDS ARE NOT USED.**

Vanair® must be notified in writing within thirty (30) days of any such defect or failure. All warranty or returns must be pre-authorized in writing prior to performing warranty work. Call Vanair® for process and forms. Vanair® will provide instructions on the warranty claim procedures to be followed.

Warranty will commence upon receipt of the Warranty Registration Card. If the Warranty Registration Card is not received within six (6) months of shipment from Vanair®, the warranty commencement date shall be thirty (30) days from the date of shipment from Vanair®. Records of warranty adherence are the responsibility of the end user.

1. ELiMENT™ 48V Battery: 5 Years (Prorated)
2. Inverters: 1 Year
3. Converters: 1 Year
4. Chargers: 1 Year
5. Electric Motors: 1 Year
6. EPEQ™ Lithium Welder: 1 Year
7. Alternators: 1 Year
8. Compressor Air End:
 - Rotary Screw: Lifetime with Vanair Authorized Service Kits and Lubricants
 - Reciprocating: 3 Years
 - Scroll: 1 Year
9. Hydraulic Pumps/Motors: 2 Years
10. 1 Year Parts/Labor on the following:
 - All electronics and controls including, but not limited to:
 - (i) I/O Boards
 - (ii) Modules
 - (iii) Panel Boxes
 - (iv) Instrumentation
 - (v) Clutches
 - (vi) Solenoids
 - (vii) Running Gear/Trailers
 - (viii) Cooler Cores and Fans
 - (ix) Battery Management Systems and Controllers

This Limited Warranty shall not apply to:

1. Consumable components, such as: shaft seals, valves, belts, filters, capacitors, contactors, relays, brushes, wire or parts that fail due to normal wear and use.
2. Items furnished by Vanair®, but manufactured by others, such as engines and trade accessories (these items are covered by the manufacturer's warranty, if any).
3. Equipment that has been modified by any party other than Vanair® or equipment which has not been used and maintained in accordance with Vanair®'s specifications.

4. Equipment which has been improperly installed and/or improperly operated, based upon Vanair®'s specifications for the equipment or industry standards.
5. Equipment installed by non-authorized or third party personnel. Vanair® products are intended for purchase and use by commercial/industrial users and persons trained and experienced in the use and maintenance of industrial equipment.

In the event of a warranty claim covered by this Limited Warranty, the exclusive remedies shall be, at Vanair®'s sole discretion: (i) repair; or (ii) replacement; (iii) where authorized in writing by Vanair® in appropriate cases, the reasonable cost of repair or replacement at an authorized Vanair® service facility; or (iv) payment of (or credit for) the purchase price (less reasonable depreciation based upon actual use) upon return of the equipment at the warranty claimant's risk and expense. Vanair® will pay standard ground freight for any warranty item shipped to and from Vanair® or (Vanair® designated facility) within the first year of the applicable warranty period. Any additional expedited freight cost is the responsibility of the purchaser.

TO THE GREAT EXTENT PERMITTED BY APPLICABLE LAW, THE REMEDIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES APPLICABLE TO THE VAN AIR® EQUIPMENT. IN NO EVENT SHALL VAN AIR® 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 VAN AIR® BECOME OBLIGATED TO PAY MORE ON ANY WARRANTY CLAIM THAN THE PURCHASE PRICE ACTUALLY PAID BY THE ORIGINAL RETAIL PURCHASER.

THIS LIMITED 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 EQUIPMENT, 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 VAN AIR®.

Some states in the United States of America do not allow limitations of how long an implied warranty lasts, or the exclusion of incidental, indirect, special or consequential damages, and as such, the above limitations and exclusions may not apply to you. This warranty provides specific legal rights. Other rights may be available to you, but may vary from state to state.

In Canada, legislation in some provinces provides for certain additional warranties or remedies other than as stated herein, and to the extent that they may not be saved, the limitations and exclusions set out forth above may not apply. This Limited Warranty provides specific legal rights, and other rights may be available, but may vary from province to province.

**ALL WARRANTY OR
RETURNS MUST BE
PRE-AUTHORIZED PRIOR
TO PERFORMING
ANY WARRANTY WORK.**

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EFFECTIVE: MAY 20, 2022