

TABLE OF GUARANTEE TERMS ON MOTOR-COMPRESSORS **hereby known as the PRODUCT/S**

1)

ROTAIR SPA guarantees the constructor/user that the products are exempt, with the normal tolerance levels, of any defects of design, materials and workmanship, within the limits of their technical and performance specifications, and in compliance with the indications provided in the user and maintenance manual, always subject to the normal rules of diligence and prudence.

2)

With reference to the products in their original state, including all accessory fittings, the guarantee is granted for a period of ONE year from the date of their putting in operation by the end clients. The guarantee will be extended for a period of TWO years for the screw pumping unit only from the date on which it is put into operation.

(The guarantee authentication slip will be taken as valid, which will be consigned together with the product user manual, and which must be returned to the constructor on consignment of the product to the final client).

As concerns the endothermic motors refer to the guarantee terms of the constructor.

3)

In the event of stocks of unsold products held by: retailers- importers – constructors, the maximum guarantee period allowed, from the time of invoicing by ROTAIR SPA to the purchasing client and from the purchasing client to the end client, cannot exceed 18 months (example: product purchased by a retailer and stored in the warehouse for 8 months before sale to the end client. The maximum guarantee term in this case will be = 10 months. (8+10 months making a total of 18 months). In the case of endothermic motors refer to the constructors guarantee terms. For the screw pumping unit, the maximum guarantee term will remain as specified above, up to a maximum period of 30 months.

4)

In the case of products that are the property of retailers- distributors and destined for hire, the date of actual putting into service of the product will remain valid, as well as the ROTAIR SPA sales invoice, together with the guarantee coupon mentioned above.

5)

With reference to the guaranteed on the spares, the guarantee period is of 6 (SIX) months from the date of delivery to the end client, as shown in the sales invoice.

Those spares subject to normal wear as specified further on are not covered by the guarantee terms.

The guarantee terms will not be suspended or extended for any reason as the result of machine stoppages, even if caused by repairs made under guarantee.

6) THE GUARANTEE IS EXEMPT IN CASES OF:

- a) Product damage during transportation.
- b) Damage arising from the improper use of the product in relation to the technical features imposed by the constructor.
- c) Use on machines or tools not in accordance with the instructions laid down by the constructor.
- d) Improper or impertinent use in relation to the envisaged uses.
- e) Failure to carry out the necessary ordinary or periodic maintenance operations or failure to take the necessary precautions to protect the product when it is not used.
- f) Damage caused as the result of accidents, fire, accidental causes, negligence and all other causes which are not the direct result of an original product defect.
- g) Defects arising as the result of modifications, alterations, repairs or replacements undertaken by non-authorized personnel.
- h) Damage as the result of the use of non-original parts, components and/or accessories.
- i) Damage arising as the result of the failure to follow the instructions and/or indications contained in the user and maintenance manual, or in any event supplied by the constructor to ensure the correct installation and repair of the product.
- j) Compensation amounting to under 51.65 Euro
- k) Normal wear of the product parts.
- l) The worsening of damage as the result of the continued use of the product by the client once the defect has already become apparent.
- m) The failure of the client to meet his payment obligations.
- n) Delay in defect notification by the client (over 15 days).
- o) Failure to send the constructor the guarantee/consignment certificate duly compiled within ten 10 (days) of product consignment to the end client.
- p) Failure on the part of the dealer to send the final user the user and maintenance manual along with the product.

ROTAIR S.p.A. | Via Bernezzo, 67 | 12023 Caraglio, Italy

Società con socio unico | Direzione e coordinamento di Elgi Equipments Ltd

Phone : +39 0171 619676 | Fax : +39 0171 619677 | E-mail: info@rotairspa.com | Web: www.rotairspa.com

C.C.I.A.A. n. 85673 | Partita I.V.A. n. 00210890042

7)

The guarantee term granted by the constructor to the product dealer/user, relates solely to repair work under guarantee undertaken at authorized workshop in relation to the first client-user, the constructor will reimburse expenses solely for the labour involved to the total exclusion of all other costs such as: travelling expenses, daily living expenses, and transfer costs.

So that the refund will cover solely the hourly labour cost involved for repairs undertaken solely at the dealer's premises or relative authorized workshop.

All repairs must be undertaken using solely original spares purchased from the constructor otherwise the guarantee will become void.

8)

The defective spares replaced under guarantee must be kept at the dealer's premises or authorized workshop for a period of 30 (thirty) days. If, after this period, the constructor fails to specifically request the return of these defective parts, they may be scrapped by the dealer and/or authorized workshop, without requiring any further communication to the constructor.

The failure to return any defective or replaced parts, as requested by the constructor from the repairing party within the time limit of 30 days, will mean that they will be invoiced to the consignee.

9)

The delivery of spares covered by guarantee is to be considered as being at the expense of the manufacturer using a non-express courier. Any urgent despatch operations will be at the expense of the receiver.

10)

The parts of the product subject to normal wear are as follows:

cooling and lubrication liquids – tyres – air/oil filter – air/oil separator cartridge

11)

The endothermic motor is subject solely to the guarantee terms and conditions as specifically indicated by the motor constructor.

Rotair is therefore exempt from any responsibility or damage claims arising from any defects or faulty function of the endothermic motor.

12)

OPERATIONAL MEANS OF INTERVENTION ON MOTOR COMPRESSOR REPAIRS DURING THE GUARANTEE PERIOD

The manufacturer agrees to pay a **maximum hourly fee of EUR 30.00** to authorized dealer and/or workshop, responsible for repairs carried out under warranty

THE MAXIMUM TOTAL AMOUNT FOR THE LABOUR RECOGNIZED DURING THE WARRANTY PERIOD WILL NOT EXCEED THE 5% (FIVE PERCENT) OF THE PURCHASE COST BY THE FIRST BUYER.

13)

PROCEDURE INVOLVED IN REQUESTING PARTS UNDER GUARANTEE AND EXPENSE REFUNDS

On making a request for product parts subject to guarantee the dealer or the authorized workshop must transmit the APPLICATION FORM enclosed below, which must be duly filled, with the following details clearly indicated: product model, serial number, date on which it went into operation at user's premises, the actual working hours involved and the defect found.

On acceptance by the constructor of the application form for the dispatch of the required parts, in order to be able to refund the hourly costs previously agreed, involved in the work undertaken under guarantee, the repairing party must send the APPLICATION FORM to the ROTAIR SPA head office, filling out the section under LABOUR and duly signing it. After this, ROTAIR SPA, according to its final judgement, will undertake to authorize the payment of the expenses involved in correcting the defect to the repairing party.

LABOUR COST CHARGES WILL NOT BE ACCEPTED WITHOUT THE PRIOR DESPATCH OF THE GUARANTEE APPLICATION FORM.

Should the cost refund application for the refunding of the costs met by the dealer and/or authorized workshop is not presented within 20 days of the repair work, all rights to the refunding of the hourly costs involved will become void.

14)

Should the dealer provide assistance services through an external workshop authorized by ROTAIR, the same will automatically be authorized to monitor guarantee work and procedure, and to make the relative refund direct to the external workshop.

15)

The present guarantee constitutes the only form of guarantee provided by the constructor and is limited solely to the faults and defects specifically envisaged by the same, and it therefore excludes and replaces, within the legal limits, all other forms of guarantee either specifically or tacitly implied, of legal or conventional nature, as well as any other form of compensation for direct or indirect damage or either incidental or sequential nature.

16)

The dealer or user purchase specifically declares his acceptance of the present guarantee according to the terms and the limits and exclusions indicated above, and acknowledges that aside from that specifically indicated, no other claims may be made against the constructor, either in contractual or non-contractual context, in either principal or recourse instance, in relation to any product defects or faults.

Enclosed. Guarantee application form.

Consisting of 5 pages