

# STANDARD WARRANTY (LIMITED) STATEMENT

#### 1. WARRANTY INFORMATION

- 1.1 Techni Systems, (hereafter "Techni") warrants to each original retail purchaser (hereafter "Buyer") of its Underbonnet, Hydraulic Driven, Transmission Mounted, Gas and Diesel Engine Driven Air Compressors, Multifunction Power Systems, and other products as defined by VMAC (hereafter "Product(s)") from Techni or its authorised 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 Techni warranties and is exclusive with no other guarantees or warranties expressed or implied.
- 1.3 For warranty claims received by Techni within the applicable warranty period described below, Techni will, at Techni'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 Techni parts and fluids are not used and proof thereof provided.
- 1.4 Techni must be notified in writing within ten (10) days of any such defect or failure. No warranty work or returns without prior authorisation is allowed. Techni will provide instructions on the warranty claim procedures to be followed.
- 1.5 Warranty will commence upon Techni's receipt of a fully completed warranty registration form. If the fully completed warranty registration form is not received within one(1) month of the date of installation, the warranty commencement date shall be thirty (30) days from the original date of shipment from Techni. Records of warranty adherence are the responsibility of the buyer.

### 2. Warranty Period

- **2.1** 1 year or 400 hours (whichever is reached first).
  - 2.1.1 Throttle Control Unit
  - **2.1.2** Custom / OEM Air Compressor Systems
  - **2.1.3**. Replacement parts purchased from Techni or Techni Authorised Dealer

- **2.1.4** All other new parts and accessories purchased from Techni or from a Techni authorised Dealer and not listed above
- **2.2** Six (6) months (from date of shipment from Techni).
  - **2.2.1** Factory rebuilt parts.
- 2.3 Remainder of original warranty period.2.3.1 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 or PTO (Power Take Off) (these items are covered by the manufacturer's warranty, if any). However, should it be proven failure was directly due to Techni this will be covered by our limited warranty.
- **3.3** Parts that have been modified by any party other than Techni or a Techni Authorised Dealer or parts that have not been used and maintained in accordance with Techni's manuals.
- **3.4** Damage or failures that at Techni'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 Techni manuals).
- **3.5** Techni is not responsible for time or labour to gain access to the machine to perform work.

## 4. TECHNI LIFETIME WARRANTY (LIMITED)

4.1. A TECHNI Lifetime Limited Warranty is offered on the base air compressor only and only on Underbonnet, Hydraulic Driven, Transmission Mounted, Gas and Diesel Engine Driven Air Compressors, and Multifunction Power Systems, and other products as defined by Techni, provided that (i) the buyer fully completes and returns a warranty registration form within one (1) month of

purchase, (ii) services are completed in accordance with the Owner's Manual; (iii) proof of purchase of applicable service kits are made available to Techni upon request. For more information on the Techni Lifetime Warranty (Limited), visit <a href="https://www.technisystems.co.uk/warranty">www.technisystems.co.uk/warranty</a>

#### 5. Intended Use

**5.1** Techni 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. Warranty Claim

**6.1** In the event of a warranty claim covered by this Techni Standard Warranty (Limited) the exclusive remedies shall be, at Techni's sole discretion: (i) repair; or (ii) replacement; (iii) where authorised in writing by Techni in appropriate cases, the reasonable cost of repair or replacement at a Techni Authorised 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. Techni will pay standard freight for any warranty parts accepted shipped to and from Techni or (Techni 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 TECHNI PARTS. IN NO EVENT SHALL TECHNI 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 TECHNI 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 TECHNI.

#### 9. Law

**9.1** This warranty gives you specific legal rights, and you may have other rights that vary from country to country. Other than as permitted by law, these warranty terms and conditions shall be governed by and construed in all respects according to English Law and the parties agree that all disputes shall be referred for determination to the English Courts.