

WARRANTY TERMS ON ENGINE DRIVEN AIR-COMPRESSORS
hereby known as the PRODUCT/S

1)

ROTAIR SPA/ ELGi NA warrants 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 warranty is granted for a period of ONE year, for Rotair's parts, from the date of their putting in operation by the end clients (commissioning date). The warranty will be extended for a period of 5 years only for the ELGi air end from the date on which it is put into operation.

(The warranty 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 engine please refer to the warranty terms of the manufacturer.

3)

In case the commissioning date is not available, for the warranty period we will consider 6 additional months (transit time + stock) to be added to the actual warranty term for the parts.

I.e. for the Rotair's parts the warranty term will be 18 months, for the ELGi air ends the warranty term will be 66 months. In this case, the warranty term will take effect from the shipping date from Rotair.

As to the engine, refer to the warranty terms of the manufacturer.

4)

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

5)

With reference to the warranty on the spare parts, the warranty 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 warranty terms.

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

6) THE WARRANTY 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 manufacturer.
- c) Use on machines or tools not in accordance with the instructions laid down by the manufacturer.
- 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) Normal wear of the product parts.
- k) The worsening of damage as the result of the continued use of the product by the client once the defect has already become apparent.
- l) The failure of the client to meet his payment obligations.
- m) Delay in defect notification by the client (over 15 days).
- n) Failure to send the manufacturer the guarantee/consignment certificate duly compiled within ten 10 (days) of product consignment to the end client.
- o) Failure on the part of the dealer to send the final user the user and maintenance manual along with the product.

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7)

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

So that the refund will cover solely the hourly labor cost involved for the repairs undertaken solely at the dealer's premises or authorized service center.

All repairs must be made using OEM spare parts purchased from the manufacturer otherwise the warranty will become void.

8)

The defective spares replaced under warranty must be kept at the dealers premises or authorized workshop for a period of 90 (ninety) days. If, after this period, the manufacturer fails to specifically request the return of these defective parts, they may be disposed of by the dealer and/or authorized service center, without requiring any further communication to the manufacturer.

The failure to return any defective or replaced parts, as requested by the manufacturer from the repairing party within the time limit of 90days, will mean that they will be invoiced to the consignee.

9)

The delivery of spares covered by warranty is to be considered as being at the expense of the manufacturer using a non-express courier. Any urgent 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 – tires – air/oil filter – air/oil separator filters - belts - normal maintenance items

11)

The engine is subject solely to the warranty terms and conditions as specifically indicated by the engine manufacturer.

Rotair & ELGi NA is therefore exempt from any responsibility or damage claims arising from any defects or faulty function of the engine.

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12)

OPERATIONAL MEANS OF INTERVENTION ON ENGINE DRIVEN COMPRESSOR REPAIRS DURING THE WARRANTY PERIOD

The manufacturer grants the dealer and/or authorized service center responsible for the authorized warranty repairs undertaken **with a negotiated labor rate.**

THE MAXIMUM TOTAL AMOUNT FOR THE LABOR 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 WARRANTY AND EXPENSE REFUNDS

On making a request for product parts subject to guarantee the dealer or the authorized service center must transmit the WARRANTY CLAIM FORM enclosed below, which must be completed, 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 manufacturer of the warranty claim for the shipment of the required parts, in order to be able to refund the hourly costs previously agreed, involved in the work undertaken under warranty, the repairing party must send the WARRANTY FORM to the ELGi NA head office, filling out the section under LABOR and duly signing it. After this, ELGi NA, according to its final judgment, will undertake to authorize the payment of the expenses involved in correcting the defect to the repairing party.

LABOR COST CHARGES WILL NOT BE ACCEPTED WITHOUT PRE AUTHORIZATION OF THE WARRANTY CLAIM FORM.

Should the Warranty Claim Form for the refunding of the costs met by the dealer and/or authorized service Center is not presented within 30 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 Service Center authorized by ELGi, the same will automatically be authorized to monitor warranty work and procedure, and to make the relative refund direct to the external service center.

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4

15)

The present warranty constitutes the only form of warranty provided by the manufacturer 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 warranty 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 warranty 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 manufacturer, either in contractual or non-contractual context, in either principal or recourse instance, in relation to any product defects or faults.

Consisting of 5 pages

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5