

## **ASPEN COMPRESSOR, LLC.**

### **COMMERCIAL PRODUCT LIMITED WARRANTY**

*Aspen Compressor, LLC (hereinafter referred to as "Aspen"), warrants to the original purchaser that products sold shall be free from defects in material and workmanship for the warranty period not to exceed one year from the date of shipment. If buyer claims that a product violates such warranty, Aspen, upon notice promptly given, at its sole discretion, will either examine the product at buyer's site, or issue shipping instructions for return to Aspen at buyer's expense, transportation charges prepaid by buyer. Aspen's sole obligation under its warranty shall be, at its option, to repair, replace or refund the price of any product thereof which is proved to violate such warranty. In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall Aspen be liable to the buyer for special, indirect, incidental or consequential damages whatsoever including, without limitation, loss of profit or revenue.*

*The above warranty is buyer's exclusive remedy and Aspen hereby expressly disclaims all other warranties, express or implied, including the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.*

*The foregoing shall constitute the sole remedy of the buyer and the sole liability borne by Aspen, and shall not be changed, modified, or expanded by the buyer through contradicting terms within the Purchase Orders or incorporated to the Purchase Orders by reference to a separate document.*

*This Limited Warranty shall not apply to any product or component thereof which has been repaired or altered outside of Aspen's factory in any manner so as, in Aspen's sole judgment, to affect its operation, serviceability, or to any product that has been subject to alteration, accident, misuse, abuse, neglect or normal wear.*

*The Limited Warranty shall not apply to products which have been assembled or installed or used or operated in a manner contrary to Aspen's Instructions, due to failure to follow Aspen's web-published instructions for operation and installation, or the failure to use the thermal overload switch with an appropriate temperature setting shipped with each compressor to prevent damages to the motor and other parts of the compressor from high discharge temperatures.*

*Any technical assistance provided by Aspen's personnel or representatives in system design is construed to be a proposal and not a recommendation. The responsibility for determining feasibility rests with the user and should be subject to test. Only the terms expressed in this Limited Warranty shall apply and no distributor, corporation or individual is authorized to amend, modify or extend this warranty in any way on resale.*