

DISTRIBUTOR INFORMATION SHEET LIMITED WARRANTY INFORMATION

CURTIS-TOLEDO will, at its option, repair or replace or refund the purchase price of any materials or parts of any new equipment manufactured by CURTIS-TOLEDO which, within the Applicable Warranty Period hereinafter specified, prove, upon examination by CURTIS-TOLEDO, to be defective in material and / or workmanship, provided that Buyer meets all of the applicable requirements of this Warranty and none of the exclusions apply.

To qualify for warranty service, Buyer must: (1) contact CURTIS-TOLEDO prior to returning any item and obtain a returned material authorization number; and (2) pay all transportation charges to CURTIS-TOLEDO and back to Buyer.

This Warranty does not apply to and there is expressly **EXCLUDED** from coverage hereunder, the following (1) equipment which has been installed improperly, or which has not been operated and maintained in accordance with CURTIS-TOLEDO's ratings and instructions and in accordance with good industry practices; (2) equipment which has been damaged in transit or by misuse, neglect, or accident; (3) equipment which has been repaired or modified without authorization from CURTIS-TOLEDO; (4) the effects of normal wear and tear, and the effects of corrosion or erosion due to the presence of substances in the environment in which the equipment is operated and / or in gasses passing through the equipment; (5) labor charges incidental to the service, adjustment, removal, or repair of any materials or parts, or any other expenses incurred by Buyer (all such charges and expenses shall be paid by Buyer); and (6) equipment manufactured by others, such as dryers, electric motors, gasoline engines, starters, and controls (any claims with regard to such equipment must be made by the Buyer to the original manufacturer of same).

The Warranty provisions contained herein apply **ONLY** to buyers for purposes of resale and / or to commercial or industrial users. They do not apply to buyers or users of CURTIS-TOLEDO products for personal, family, or household purposes, for whom there is **NO WARRANTY**, but to whom the limitations and exclusions shown in boldface type below nonetheless apply.

CURTIS-TOLEDO ASSUMES NO LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY WARRANTY, EXPRESS OR IMPLIED AND ALL SUCH LIABILITY IS HEREBY EXPRESSLY EXCLUDED. THE TOTAL LIABILITY OF CURTIS-TOLEDO HEREUNDER FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER SHALL, IN NO EVENT, EXCEED THE PURCHASE PRICE OF THE GOODS WITH RESPECT TO WHICH SUCH CAUSE ARISES. THERE IS NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHICH EXTENDS BEYOND THE FACE HEREOF. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED. Register product for warranty at www.fscurtis.com click Warranty tab, On-Line Warranty Registration, select Product, select Model & register product.

STATEMENT OF APPLICABLE LIMITED WARRANTY PERIODS BY PRODUCT TYPE

WARRANTY PERIOD A Drop Head Threaders	12 months from date of shipment by CURTIS-TOLEDO, INC. to its distributor or 6 months from the date of sale to end-user (whether by distributor or directly by Curtis- TOLEDO, INC.) whichever occurs first.
WARRANTY PERIOD B Air Dryers, Filters, Nitrogen Units Hose-Cut-Off Machines Large Industrial, Oil-less, Portable Comp	18 months from date of shipment by CURTIS-TOLEDO, INC. to its distributor or 12 month from the date of sales to end-user (whether by distributor or directly by CURTIS- TOLEDO, INC.) whichever occurs first.
WARRANTY PERIOD B-1 Vacuum Pumps	30 days, defective parts only on oil well applications.
WARRANTY PERIOD B-2 ML Series Outfits + WARRANTY PERIOD B-E ML Series Basic Pumps	66 months from date of shipment by CURTIS-TOLEDO, INC. to its distributor or 60 months from date of sale to end-user (whether by distributor or directly by CURTIS-TOLEDO, INC.) whichever occurs first for major Components: Cylinder, Cylinder Head, Crankshaft, Crankcase, Pistons and Connecting Rods, Baldor or WEG motors (not including capacitors) and ASME Receiver Tanks properly secured with mounting pads. Valves and all other parts manufactured by CURTIS-TOLEDO, INC. 12 months. Labor and approved travel for all of the above for 12 months. All equipment manufactured by others such as Dryers, Engines, Starters and Controls – Original manufacturer's warranty applies.
WARRANTY PERIOD B-3 CA Series Outfits + WARRANTY PERIOD F CA Series Basic Pumps	66 months from date of shipment by CURTIS-TOLEDO, INC. to its distributor or 60 months from date of sale to end-user (whether by distributor or directly by CURTIS-TOLEDO, INC.) whichever occurs first for major components: Cylinder, Cylinder Head, Crankshaft, Crankcase, Pistons and Connecting Rods, Baldor or WEG motors (not including capacitors) and ASME Receiver Tanks properly secured with mounting pads. Valves and all other parts manufactured by CURTIS-TOLEDO, INC. 12 months. Labor and approved travel for all of the above for 12 months. All equipment manufactured by others such as Dryers, Engines, Starters and Controls – Original manufacturer's warranty applies.
WARRANTY PERIOD L CT Series Outfits CT Series Basic Pumps	30 months from date of shipment by CURTIS-TOLEDO, INC. to its distributor or 24 months from date of sale to end-user (whether by distributor or directly by CURTIS-TOLEDO, INC.) whichever occurs first for major Components: Cylinder, Cylinder Head, Crankshaft, Crankcase, Pistons and Connecting Rods, Baldor or WEG Motors (not including capacitors) and ASME Receiver Tanks properly secured with mounting pads. Valves and all other parts manufactured by CURTIS-TOLEDO, INC. 12 months. Labor and approved travel for all of the above for 12 months. All equipment manufactured by others such as Dryers, Engines, Starters and Controls – Original manufacturer's warranty applies.
WARRANTY PERIOD J Climate Control Outfits	30 months from date of shipment by CURTIS-TOLEDO, INC. to its distributor or 24 months from date of sale to end-user (whether by distributor or directly by CURTIS-TOLEDO, INC.) whichever occurs first. Labor and approved travel 24 months. Exception: Refrigerated Air Dryers either separate or furnished mounted on units are warranted for a period of 18 months from date of shipment or 12 months from date of date of start-up, whichever occurs first. For Service Contact Hankison Service Department (724) 746-1100.
WARRANTY PERIOD C Abrasive Saw Blades Dies, Oil, Parts, Hose Machine Blades	6 months from date of shipment by CURTIS-TOLEDO, INC to buyer or buyer's designee or to end-user of product.
WARRANTY PERIOD D	No warranty: ALL WARRANTY EXCLUSIONS CONTINUE TO APPLY.
WARRANTY PERIOD G RS, AF, SE, & KS Rotary Screw Compressor Packages	Standard package plan – 18 months from date of shipment by CURTIS-TOLEDO, INC. to its distributor or 12 months from the date of sale to end-user (whether by distributor or directly by CURTIS-TOLEDO, INC.) whichever occurs first. Labor and approved travel 12 months. All equipment manufactured by others such as Dryers, Motors, Starters and Controls – Original manufacturer's warranty applies.
WARRANTY PERIOD G-1 RS, AF, SE & KS Rotary Screw Air-ends	Standard air-end plan – 30 months from date of shipment by CURTIS-TOLEDO, INC. to its distributor or 24 months from the date of sale to end-user (whether by distributor or directly by CURTIS-TOLEDO, INC.) whichever occurs first. Air-end shaft seal 12 months. Labor and approved travel 12 months.
WARRANTY PERIOD G-1A RS, AF & SE Rotary Screw Extended Warranty - Major components	Air-ends, coolers, and separator tanks – 66 months from date of shipment by CURTIS-TOLEDO, INC. to its distributor or 60 months from date of sale to end-user (whether by distributor or directly by CURTIS-TOLEDO, INC.) whichever occurs first. Air-end shaft seal 12 months. Electric motors – 30 months from date of shipment by CURTIS-TOLEDO, INC. to its distributor or 24 months from date of sale to end-user (whether by distributor or directly by CURTIS-TOLEDO, INC.) whichever occurs first. Labor and approved travel for all of the above for 12 months. Requires warranty registration with initial purchase of 4000HR filter kit and agree to use only genuine FS-Curtis / CURTIS-TOLEDO branded parts and lubricants throughout warranty period. Register for warranty at www.fscurtis.com click Warranty tab, On-Line Warranty Registration, select Product, select Model, agree to requirements & register compressor.
WARRANTY PERIOD G-2 Rotary Screw VFD Controllers	24 months from date of start-up, original manufacturer's warranty includes approved labor and travel.
WARRANTY PERIOD G-3 ZW Oil Free Rotary Screw Compressor Packages	18 months from date of shipment by CURTIS-TOLEDO, INC. to its distributor or 12 months from the date of sale to end-user (whether by distributor or directly by CURTIS-TOLEDO, INC.) whichever occurs first. Labor and approved travel for all of the above for 12 months. All equipment manufactured by others such as Dryers, Motors, Starters and Controls – Original manufacturer's warranty applies.
WARRANTY PERIOD G-4 ZW Oil Free Rotary Screw Air-ends	12 months parts and labor from date of start-up.
WARRANTY PERIOD H CRNG Basic Compressors	3 months from date of shipment by CURTIS-TOLEDO, INC. for defective parts only.
WARRANTY PERIOD K Spare Parts	6 months from date of shipment by CURTIS-TOLEDO, INC. to buyer or buyer's designee or to end-user of product.

The foregoing warranty periods are in effect with respect to the various products shown above as of January 1, 2010. CURTIS-TOLEDO reserves the right to change Warranty provisions and warranty periods and the products to which various periods from time to time, and without notice. In all events, the Applicable Warranty Period pertaining to any particular product sold by CURTIS-TOLEDO will be shown on CURTIS-TOLEDO's acknowledgement form.

TERMS AND CONDITIONS OF SALE

PARTIES: Curtis-Toledo is referred to herein as the Seller; the purchaser of any of Seller's goods or services is referred to herein as the Buyer.

PRICE POLICY: Orders are accepted only at the prices shown on Seller's Acknowledgement, and with the further understanding that Seller reserves the right to increase said prices to the prices for such goods in effect at time of shipment and contained in Seller's then current published prices. All prices are FOB shipping point unless otherwise stated. No salesman or any other person has authority to alter or vary Seller's published prices without direct factory approval in writing.

TAXES: Prices quoted do not include any federal, state, or local taxes which Seller may be authorized or required to collect from Buyer: all such taxes shall be added to quoted prices and Buyer agrees to pay same. Tax exemption certificates, as required by federal, state or local regulations, must accompany all orders to which same apply.

TERMS: Terms of payment are subject at all times to approval of Seller's Credit Department. Buyer agrees to make prompt payment of invoice due in accordance with the terms shown on Seller's Acknowledgment, whether for complete or partial shipment.

DELINQUENCY COLLECTION: In the event Buyer fails to pay for any one shipment when same becomes due, or should Buyer's account become otherwise delinquent, Seller may, at its option, either terminate this contract or refuse to ship or deliver goods under this or any other order until such delinquency is cured. Should Buyer's financial condition become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries and/or for goods theretofore delivered. Buyer agrees to pay all costs of collection, including reasonable attorneys' fees.

FINANCE CHARGE: A late payment service charge equal to the prevailing interest rate charged by Seller on overdue accounts, which rate shall not exceed 2% per month, shall be assessed on all past due accounts.

DELIVERIES: Dates of delivery are estimated to the best of Seller's ability and are made in good faith, but are not guaranteed. Time specified for delivery commences after receipt of complete information including approved drawing, if required, credit approval and shipping release.

DELAYS: Seller shall not be liable for any failure of or delay in performance of order or contracts directly or indirectly caused by fire, flood, accident, riot, war, priorities, labor trouble or strike, embargo, shortage of labor, material, fuel or power, lack of transportation, compliance with government request, laws, orders or regulations, or any other cause beyond Seller's reasonable control; Seller may suspend delivery hereunder wherever any such event makes impracticable the manufacture, transportation, acceptance or use of a shipment of the goods or of a material upon which the manufacture of the goods is dependent.

DAMAGES, LIMITATIONS: In the event of any breach of the contract of sale, including any warranty provisions incorporated therein, Buyer's exclusive remedy shall be for damages, and Seller's total liability for any and all losses and damages arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort, or otherwise) shall in no event exceed the purchase price of the goods with respect to which such cause arise or, at Seller's option, the repair or replacement of such goods; in no event shall Seller be liable for "incidental", "consequential" or punitive damages resulting from any such cause, and recovery for such damages, as the quoted terms are defined in the Missouri Uniform Commercial Code, is hereby expressly excluded.

CLAIMS BY BUYER: Seller's responsibility to Buyer ceases upon receipt from carrier of a bill of lading or other receipt for goods. All goods are shipped at Buyer's risk; all claims for damage or shortage in transit must be filed by Buyer against carrier, and prosecution of such claims shall be Buyer's sole responsibility. Buyer agrees to examine and inspect each shipment of goods for any damage, defect, or shortage promptly upon receipt of such shipment; all claims for factory damage, defect, or shortage must be made in writing, and must be received by Seller at its plant in St. Louis, Missouri within fifteen (15) days after receipt of goods by Buyer, specifically describing Buyer's claim and making reference to Seller's bill of lading and factory order numbers. Failure of Seller to receive said written notice of any such claim within the above time period shall be deemed an unqualified acceptance of the goods by Buyer and absolute and unconditional waiver by Buyer of any such claim.

PRODUCT CHANGES: Seller reserves the right to change its own specifications and/or designs without incurring obligation. This clause is not applicable to special orders accepted for the manufacture of products or parts for Buyer's specific requirements.

CANCELLATION RETURNS: Orders may not be canceled by Buyer after material has been purchased or manufacturing has begun except upon express agreement of Buyer to pay for all expenses incurred by Seller and a reasonable projection for profit, all as determined by Seller. Seller shall have the right to cancel orders in event of Buyer's delinquency in payment as aforesaid, for any acts or omissions of Buyer that delay Seller's performance hereunder, or in the event of Buyer's bankruptcy or insolvency. Seller shall not be required to accept return of any parts, material or equipment unless Buyer has first received Seller's returned material authorization number. All returns will be refused unless shipped prepaid. Where applicable a reasonable restocking charge will be made.

NOTICE OF CLAIMS, SUITS: In the event that claim is made against Buyer or if Buyer shall be a party to any lawsuit pertaining to any loss, damage or injury for which Seller is or may be liable, Buyers shall give Seller immediate written notice of the existence of such claim or suit. After such notice, Seller may at its option take over the handling of or enter into the defense of any such claim or lawsuit at its expense; if Seller elects to take over such claim or lawsuit, Buyer shall assist Seller in and shall permit Seller to control completely the defense of compromise of same.

HOLD HARMLESS AGREEMENT: Buyer agrees to defend, indemnify and save Seller harmless from any and all costs expenses and/or damages (including attorneys' fees) arising out of any claim of alleged patent infringement by reason of Seller's use of designs or specifications supplied by Buyer.

CERTAIN LAWS: When applicable, the goods shall be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

SUCCESSORS, ASSIGNABILITY: The responsibilities and rights created herein shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns; provided, however, that Buyer shall not (by operation of law or otherwise) assign its rights or delegate its responsibilities hereunder without the prior written consent of Seller, and any such attempted assignment without such written consent shall be void.

MISCELLANEOUS: These terms and conditions of sale and any other terms incorporated herein by written reference constitute the full understanding of the parties, an complete allocation of risks between them, the entire and only agreement between them concerning the sale of the goods referred to herein, and a complete and exclusive statement of the terms and conditions of said agreement. Said agreement shall be deemed a Missouri contract, the validity, interpretation and performance of which, and any dispute connected with which, shall be governed and construed in accordance with the laws of the State of Missouri, U.S.A. No change or modification of any term or condition contained herein shall be effective unless made in writing signed by an officer or Seller. No change or modification of these terms shall be effected by the acknowledgement or acceptance of any purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein.

LIMITED WARRANTY: The Warranties applicable to each of the various products described herein are also shown in Curtis-Toledo Catalogs and/or will be shown on order Acknowledgments. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.