

Atlas Copco (N.Z.) Ltd

**Products and Services Warranty
Compressed Air Limited**

Effective: June 2022

Sustainable Pro



Procedure

1. Commissioning

- a. Commissioning Report to be send to Atlas Copco for record of startup
 - i. Report send to stacey.kyall@atlascopco.com
 - ii. Report supplied in attached document.

2. Machine Warranty Report and procedure

- a. Warrant report and commissioning reports to be send to Atlas Copco on repair.
 - i. Reports send to Stacey.kayll@nz.atlascopco and bradley.bache@atlascopco.com
 - ii. Request for order number to be forwarded to Stacey Kayll (email above) who will raise order and return to On Site Compressed Air Limited.
 - iii. Additional charges not covered by machine and repair warranty will be need to be discussed prior to order number issued.

3. Spare Part Warranty procedure

- a. Part to be returned to Atlas Copco with date of purchase
 - i. Returned to Elisapeta Avei
 - ii. Atlas Copco 8 George Bourke Drive Mt Wellington 1060
 - iii. Elisapeta.avei@atlascopco.com

4. Service Support

- a. For technical and service support contact is Dale Booyesen
 - i. bradley.bache@atlascopco.com
 - ii. Phone: 0800 35 45 55
 - iii. Mobile: 027 4833 177

5. Sales Support

- a. Arrin Blair
 - i. arrin.blair@nz.atlascopco.com
 - ii. Phone: 021 859 769

Atlas Copco Compressors (N.Z.) Ltd

Products and Services Warranty

1 WARRANTY

1.1 SCOPE

This warranty clause applies to:

- New Products (which include parts); and
- Atlas Copco Labour,
sold by Atlas Copco (N.Z.) Ltd (**Atlas Copco**)

Each of these is a **Warranted Item**.

- (a) Subject to the **Exclusions and Exceptions** listed in clauses 1.3 and 1.4 below, Atlas Copco warrants to the first purchaser (**First Purchaser**) of a Warranted Item that Atlas Copco will, (at Atlas Copco's option):
- (i) repair¹, replace or adjust (in Atlas Copco's absolute discretion and at an Atlas Copco Nominated Premises) any New Product that has a defect in materials or workmanship (**Product Defect**);
 - (ii) repair, replace or adjust (in Atlas Copco's absolute discretion and at an Atlas Copco Nominated Premises) any defect in any Atlas Copco Labour workmanship (**Atlas Copco Labour Defect**);
 - (iii) repair¹, at an Atlas Copco Nominated Premises, any damage to Atlas Copco equipment (including, to avoid doubt, a New Product) (**Damaged Atlas Copco Equipment**) that is caused by a Product Defect or by an Atlas Copco Labour Defect (**Damage**)²,

provided that the Defect or Damage is reported to Atlas Copco, in writing, within the relevant Warranty Period and the Warranty Claims Process in clause 1.9 is followed.

¹Atlas Copco may (in its absolute discretion) choose to replace a New Product, or replace Damaged Atlas Copco Equipment, rather than repair it. It may choose to do this at any time (including after it has started a repair).

²only where the defective New Product was installed in the Damaged Atlas Copco Equipment, or where the workmanship defect was in work performed on the Damaged Atlas Copco Equipment (as the case may be).

The Warranty does not cover, and Atlas Copco has no obligation or liability of any kind (however arising – including by negligence) for, damage caused to non Atlas Copco equipment by a Defect.

Atlas Copco Labour means work performed by Atlas Copco on Atlas Copco equipment or non Atlas Copco equipment.

Atlas Copco Nominated Premises means a servicing facility nominated by Atlas Copco.

Damage means the damage referred to in clause 1.1(a)(iii) above.

Defect means a New Product Defect or an Atlas Copco Labour Defect (see clause 1.1(a)(i) and clause 1.1(a)(ii) above).

New Product means a new Atlas Copco product described in clause 1.2(a) below, but excludes anything listed in clause 1.3(a).

Warranty means the warranty described in this clause 1.1.

Warranty Period means the warranty periods in clause 1.2.

Transportation

- (b) The First Purchaser is responsible (solely at its cost) for all freight and transport to send a Warranted Item (and any Damaged Atlas Copco Equipment) to, and pick it up from, the Atlas Copco Nominated Premises as directed by Atlas Copco. To avoid doubt, this includes heavy lifting, towing, loading, and unloading.

Second-Hand Components and Parts

- (c) The Warranty does not apply (in any way) to second-hand parts.

Replacement Parts

- (d) Atlas Copco may (in its absolute discretion) replace parts or components with new parts or new components or with rebuilt parts or components.

No Extensions

- (e) Warranty Periods do not extend under any circumstances (for example, and without limitation, if a Defect in a Warranted Item is repaired, then the Warranty Period for the Warranted Item does not extend – regardless of how long the Warranted Item was unavailable as a result of the Defect or how long it took to repair it).

Warranty Period Overlap

- (f) If a Warranted Item is installed into a new Atlas Copco product that is still under an Atlas Copco new product warranty, then the Warranty Period for that Warranted Item (while it remains part of that product) will be:
- (i) the balance of the warranty period for that new Atlas Copco product³ if that period is greater than or equal to the Warranty Period for the Warranted Item; or
 - (ii) the Warranty Period for the Warranted Item if the Warranty Period for the Warranted Item is greater than the balance of the warranty period for that product.

³ *Warranty periods for new Atlas Copco products are available from Atlas Copco on request.*

Benefit

- (g) The Warranty applies solely to the First Purchaser of a Warranted Item and is not transferrable under any circumstances (including, without limitation, where the Warranted Item is sold, given away or compulsorily acquired). To avoid doubt, the Warranty does not apply where the Warranted Item is leased, rented, or otherwise made available to anyone other than the First Purchaser.

1.2 WARRANTY PERIODS

The Warranty Periods for the Warranted Items are set out in the tables below.

(a) New Products

Warranted Item	Warranty Period
(i) All new products sold by Atlas Copco, excluding the products listed in (ii) – (viii) below	12 months from the date of first use or 18 months from the date of delivery by Atlas Copco, whichever ends first
(ii) All new Tank mounted Piston Compressors (excluding elements – see (vi) and (vii) below) sold by Atlas Copco	Ninety 90 days from date of supply by Atlas Copco
(iii) LXF Compressors (excluding elements – see (vi) and (vii) below) sold by Atlas	First to occur of: (A) 12 months from the date of first use or 18 months from the date of delivery by Atlas

Copco	Copco, whichever ends first; or (B) 1000 running hours ⁴ .
(iv) LE/LT/LF Compressors (excluding elements – see (vi) and (vii) below) sold by Atlas Copco	First to occur of: (A) 12 months from the date of first use or 18 months from the date of delivery by Atlas Copco, whichever ends first; or (B) 2000 running hours ⁴ .
(v) Automan Compressors (excluding elements – see (vi) and (vii) below) sold by Atlas Copco	First to occur of: (A) 12 months from the date of first use or 18 months from the date of delivery by Atlas Copco, whichever ends first; or (B) 1000 running hours ⁴ .
(vi) Compressor Elements (other than SF Scroll Elements – see (vii) below) sold by Atlas Copco	24 months from the date of first use of compressor or 30 months from the date of delivery of compressor by Atlas Copco, whichever ends first
(vii) SF Scroll Compressor Elements sold by Atlas Copco	First to occur: (A) 12 months from the date of first use or 18 months from the date of delivery by Atlas Copco, whichever ends first; or (B) 5000 running hours ⁴ .
(viii) All new parts sold by Atlas Copco	Ninety-90 days from the date of supply by Atlas Copco

⁴ For the purposes of this clause 1.2 running hours are calculated by Atlas Copco. If there is a discrepancy between the running hours displayed on a compressor and the hours obtained from other sources (including any log files), then Atlas Copco may (acting reasonably) estimate the running hours. This applies even if there is a defect in the hour counter.

(b) Atlas Copco Labour

Warranted Item	Warranty Period
All Atlas Copco labour sold by Atlas Copco	Thirty (30) days after the work is performed. To avoid doubt, if the work involves a number of discrete tasks, the 30 day period applies to each discrete task and commences when the discrete task has been completed.

1.3 EXCLUSIONS

- (a) The following items are not covered by the Warranty:
- (i) anything that requires replacement as a result of normal use or wear; and
 - (ii) normal consumable and wear parts.
- (b) To avoid doubt, the items in 1.3(a) are not Warranted Items even if they are (or form part of) a New Product.

1.4 EXCEPTIONS

The Warranty does not cover any Defects or any Damage that arise from, or that are caused or contributed to by, any of the following:

- (a) anything listed in clause 1.3(a) above.
- (b) any abnormal use, or any use outside New Zealand.
- (c) use of non-Atlas Copco authorized parts, accessories, or fluids (including, without limitation, use of non-Atlas Copco authorized filters, fluids, or lubricants);
- (d) use of lubes, oils, or fuels that do not conform to Atlas Copco recommendations.
- (e) work performed on the Warranted Item (or, to avoid doubt, any part of it) by anyone other than Atlas Copco or an authorized Atlas Copco service agent.
- (f) an act or omission relating to maintenance or repairs (including, without limitation, any failure to follow any prescribed or recommended maintenance or repair recommendations or guidelines and any lack of routine maintenance);
- (g) any failure to carry out any recommended checks (including, without limitation, any checks in any Warranted Item documentation);
- (h) improper handling, storage, or protection of a Warranted Item.
- (i) failure to operate a Warranted Item in accordance with the manufacturer's operating instructions, practices, or guidelines (including, to avoid doubt, in accordance with an instruction manual);
- (j) use of a Warranted Item for any purpose other than its intended purpose.
- (k) exceeding any capacity or operating limits.
- (l) use of a Warranted Item by unqualified operators.
- (m) alterations, additions, or modifications made to a Warranted Item (or, to avoid doubt, any part of it) without Atlas Copco's express written consent.
- (n) abuse, misuse, negligence (including, without limitation, negligent repairs) or intentional misuse.
- (o) corrosion, erosion or normal wear and tear.
- (p) exposure to radioactive material or radiation of any kind.
- (q) use of a Warranted Item after the First Purchaser (or any of its personnel) becomes aware, or ought to have become aware, of any form of fault in (or problem with) a Warranted Item (including, to avoid doubt, any abnormal operation or any leaks, noises or faults that could cause damage (or additional damage) to a Warranted Item); or
- (r) without limiting (a) – (q) above, any damage of any kind (whether the damage occurred accidentally, negligently, deliberately or otherwise), however, caused (including, without limitation, by towing), where caused by the First Purchaser, the First Purchaser's personnel, or any third party (including, without limitation, a carrier).

1.5 OTHER WARRANTIES AND INCONSISTENCY

- (a) If there is a warranty in an agreement that this clause 1 has been incorporated into, and that warranty covers any form of defect or repair of a Warranted Item, then subject to (c), this clause 1 will replace that warranty.
- (b) If there is an inconsistency between a provision in this clause 1 and a warranty provision in an agreement that this clause 1 has been incorporated into, then the provision in this clause 1 prevails to the extent of the inconsistency.
- (c) If the warranty clause in an agreement referred to in (a) above contains warranty provisions and other provisions (for example, and without limitation, clauses excluding or limiting liability), then only the warranty provisions are replaced by this clause and those other provisions are not replaced.

1.6 SOLE REMEDY

Subject to clause 1.7, and to the maximum extent permitted by law, the rights and remedies in this clause 1 are the First Purchaser's sole and exclusive remedies for any defect of any kind in a Warranted Item, any defect of any kind in any Atlas Copco Labour, any damage of any kind to an Atlas Copco product that is caused by a Warranted Item or that is caused by any defect in any Atlas Copco Labour workmanship.

1.7 NON EXCLUDABLE RIGHTS

- (a) Nothing in this Warranty affects any non-excludable statutory rights or statutory remedies that the First Purchaser may have including, without limitation, under the Consumer Guarantees Act 1993 (**CGA**) and the Fair Trading Act 1986 (except to the extent permitted by those Acts).
- (b) If the Warranted Item is supplied to the First Purchaser in trade for the purposes of a business, the CGA does not apply.

1.8 FIRST PURCHASER REPORTING OBLIGATIONS

The First Purchaser must:

- (a) inform Atlas Copco immediately of any leaks, noises or faults that could result in damage (or additional damage) to a Warranted Item, or to any Atlas Copco equipment referred to in clause 1.1(a)(iii); and
- (b) report any other potential warranty issue or concern to Atlas Copco as soon as possible after becoming aware of it.

To avoid doubt, providing any of the information referred to above does not affect any of the exclusions in clause 1.3, or exceptions in clause 1.4, or in any way increase Atlas Copco's obligations or liability under the Warranty or otherwise.

1.9 WARRANTY CLAIMS PROCESS

Accurate serial number, and a description of the problem, must be provided. The serial number must match the Warranted Item. If a serial number is not provided, then proof of first purchase (such as receipt or invoice) must also be provided.