

Atlas Copco



Atlas Copco product portfolio

Effective May 1, 2021



Compressors

185 CFM – Kubota range

Model	Part #	Tier rating	Flow (cfm)	Operating pressure (psi)	Pressure range (psi)	Engine
XAS 188 KD8 T4F	8972 4262 04	T4F	189	100	58-125	Kubota D1803T
XAS 188 KD8 T4F Cold Weather	8972 4262 05	T4F	189	100	58-125	Kubota D1803T

Standard configuration

- Kubota D1803 Turbo 49hp Tier 4 Final diesel engine, DOC only (no DEF)
- Thermostatic bypass valve on compressor oil system
- PAROIL M Xtreme as standard (1000hrs/2yrs service interval)
- New XC1004 controller; operational monitoring, diagnostics and safety warning/shutdowns such as high engine temp and low fuel
- DOT towing package; road lights (4 way flat plug), adjustable 3" pintle towing hitch, 15" wheels and torsion axle, VIN, adjustable jack stand, No brakes
- Internal Toolbox - Fits 90 lb hammer
- External lifting eye
- 110% fluid containment
- Spin on separator filter

XAS 188 KD8 T4F Cold Weather 8972426205 includes:

- PAROIL S (synthetic compressor oil) - 1500hrs/2yrs service interval
- Engine block heater
- CCV heater
- Thermostatic bypass valve on compressor oil system



Common options	Part number			Description
	New factory order	Added to stock unit in PDI	Ship from NSC	
Ball coupling	0000 0490 05	TBD	1310 0329 64	2-5/16" ball coupling (ships loose)
	0000 0491 38	TBD	1310 0722 16	2" "bulldog" coupling (ships loose)
3/4" OSHA valve	0000 0490 22	N/A - Factory or from NSC	1310 0300 59 * 2 pcs	2* 3/4" OSHA valves (ships loose inside unit)
External hose reel	0000 0496 58	N/A - Factory only	Group of parts required, check drawing	50' Single live hose reel (no air hose) w/ extended drawbar
	0000 0496 56			100' Single live hose reel (no air hose) w/ extended drawbar
	0000 0496 55			50' Double live hose reel (no air hose) w/ extended drawbar
	0000 0496 54			100' Double live hose reel (no air hose) w/ extended drawbar
Extended drawbar	0000 0496 59	N/A - Factory only	Group of parts required, check drawing	Extended drawbar (non-foldable)
Lubricator (in-line)	0000 0490 21	N/A - Factory or from NSC	8202 5102 40	CLG 30 - In-line lubricator, ships separately
Fleetlink telematics	0000 0496 42	N/A - Factory only	N/A	Smartbox
Heat shield	0000 0496 60	TBD	Group of parts required, check drawing	Added heatshield around Kubota exhaust
Document holder	0000 0496 72	TBD	Group of parts required, check drawing	Document holder inside of unit
D-Ring tie down	0000 0496 93	N/A - Factory only	Group of parts required, check drawing	Added D-Ring tie down points
Battery cutoff switch	0000 0498 02	N/A - Factory only	Group of parts required, check drawing	Lockable battery cutoff switch (neg. terminal)
Support mount	0000 0498 03	N/A - Factory only	Group of parts required, check drawing	Support mounted frame (no wheels)
French labels	0000 0496 81	N/A - Factory only	N/A	

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Compressors

350 - 440 CFM - John Deere range

Model	Part #	Tier rating	Flow (cfm)	Operating pressure (psi)	Pressure range (psi)	Engine
XAS 440 JD8 T4F	8973 4227 60	T4F	440	100	58-150	John Deere 4045
			400	150		
XATS 400 JD8 T4F	8972 4227 62	T4F	397	150	58-200	John Deere 4045
			366	200		

Standard configuration

- Adjustable pressure and flow setting with PACE™
- John Deere 4045 Tier 4 Final diesel engine (5 year limited warranty with John Deere)
- Thermostatic Bypass valve on compressor oil system and heavy-duty battery
- XC2003 controller; Operational monitoring, diagnostics and safety warning/shutdowns such as high engine temp and low fuel
- DOT towing package; road lights (7 pin RV plug), adjustable 3" pintle towing hitch, 15" wheels and torsion axle, VIN, adjustable jockey wheel, electric brakes, "A Frame" style drawbar
- Spill free frame kit to give unit 110% fluid containment
- Synthetic compressor oil available for XAS 440 model
Comes standard on XATS 400 model
- 120V 1000W engine block heater

XAS 440 PFF 8972 4262 20 and XATS 400 PFF 8972 4262 23 versions also include:

- Portable full feature to produce filtered air that meets ISO 8573-1: 1.7.2 instrument quality air. Comes with by-pass valve.



Common options	Part number			Description
	New factory order	Added to stock unit in PDI	Ship from NSC	
Ball coupling	0000 0490 05	TBD	1310 0329 64	2-5/16" ball coupling (ships loose)
	0000 0491 38	TBD	1310 0722 16	2" "bulldog" coupling (ships loose)
PFF - Aftercooler, water separator, DD & PD filters	0000 0493 17	N/A - Factory only	N/A - Factory only	Portable full feature to produce filtered air that meets ISO 8573-1: 1.7.2 instrument quality air. Comes with by-pass valve.
Support mount	0000 0494 00	N/A - Factory only	N/A	Support mounted frame (no wheels)
External fuel connection	TBD	N/A - Factory or from NSC		3 Way valve and fittings for external fuel connection
3/4" OSHA valve	0000 0490 22	N/A - Factory or from NSC	1310 0300 59 * 2 pcs	2* 3/4" OSHA valves (ships loose inside unit)

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Compressors

575 - 900 CFM - John Deere Range

Model	Part #	Tier rating	Flow (cfm)	Operating pressure (psi)	Pressure range (psi)	Engine
XAS 900 JD T4F Hyd. brakes	8976 4227 63	T4F	867	100	58-175	John Deere 6068
			808	125		
			750	150		

Standard configuration

- 110% Spill free containment, with remote drains
- Cold Climate Package; synthetic compressor oil (ParOil S), thermostatic bypass valve, engine preheater (glow plugs), 120V 1000W engine block heater, heavy-duty battery.
- John Deere 6068 250hp Tier 4 Final engine
- Variable pressure and flow capabilities are standard (see operating chart in sales leaflet)
- XC2003 controller; operational monitoring, diagnostics and safety warning/shutdowns such as high engine temp and low fuel
- DOT towing package; road lights (7 flat pin RV plug), adjustable 3" pintle towing hitch, 17.5" wheels and torsion axle, VIN, adjustable jockey wheel, hydraulic brakes

PFF: Portable full feature to produce filtered air that meets ISO 8573-1: 1.7.2 instrument quality air. Comes with by-pass valve.



Common options	Part number			Description
	New factory order	Added to stock unit in PDI	Ship from NSC	
Support mount	0000 0493 96	N/A - Factory only	N/A	Support mounted frame (no wheels)
Electric brakes	See configurator	N/A - Factory only	N/A	Electric brakes available from factory
Inlet shutdown valve	0000 0491 49	N/A - Factory only	N/A	Automatic spring type inlet shutdown valve (Chalwyn Bendix)
PFF - Aftercooler, water separator, DD & PD filters	0000 0492 43	N/A - Factory only	N/A	Portable full feature to produce filtered air that meets ISO 8573-1: 1.7.2 instrument quality air. Comes with by-pass valve.

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Compressors

High Pressure - CAT range

Model	Part #	Tier rating	Flow (cfm)	Operating pressure (psi)	Pressure range (psi)	Engine
XRVS 1000 CD T4F	8972 4227 89	T4F	1062	365	320-508	CAT C13
			911	508		

Standard configuration

- CAT C13 425hp T4F diesel engine
- Variable pressure and flow capabilities with DrillAirXpert™ extended range are standard (See operating chart in sales leaflet)
- Synthetic compressor oil (ParOil SXtreme), thermostatic bypass valve, 120V 15A engine block heater, and heavy-duty battery.
- Towing package; Road lights (7 flat pin RV plug), Adjustable 3" pintle towing hitch, 17.5" wheels and torsion axle, VIN, adjustable jack stand, electric brakes.
- Atlas Copco new Xc4004 controller; operational monitoring, diagnostics and safety warning/shutdowns such as high engine temp and low fuel.
- Comes with aftercooler and water separator to remove the moisture out of the compressed air.



Common options	Part number			Description
	New factory order	Added to stock unit in PDI	Ship from NSC	
Cold climate fluids	0000 0495 61	N/A - Factory only	N/A	Comes with 0W-40 synthetic engine oil, ParOil S compressor oil
Cold start	0000 0496 13			Comes with 0W-40 synthetic engine oil, ParOil S compressor oil, Ether start kit
UN31A fuel tanks	0000 0496 21	N/A - Factory only	N/A	UN31A rated fuel tanks for Transport Canada
Mirror Box	N/A	TBD	N/A	XC4004 mirror box w/ 30m cord

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Compressors

1400-1800 CFM – John Deere range

Model	Part #	Tier rating	Flow (cfm)	Operating pressure (psi)	Pressure range (psi)	Engine
XAS 1800 JD T4F PFF (Portable Full Feature) air treatment	8972 4227 85	T4F	1800	100	58-225	John Deere 6135
			1600	150		
			1400	200		

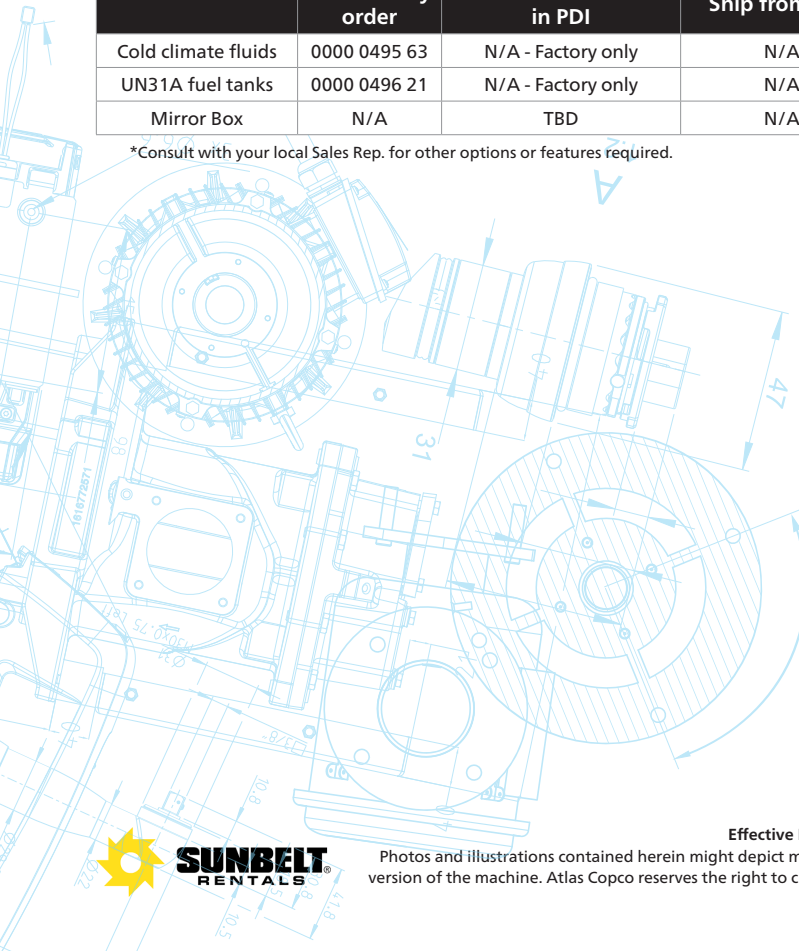
Standard configuration

- John Deere 6135 525hp tier 4 final diesel engine, with FuelXpert for optimal performance.
- Variable pressure and flow capabilities are standard (See operating chart in sales leaflet)
- External fuel quick connection with 3 way valve, synthetic compressor oil (ParOil S), thermostatic bypass valve, 120V engine block heater, and heavy-duty battery.
- Towing package; road lights (7 flat pin RV plug), adjustable 3" pintle towing hitch, 17.5" wheels and torsion axle, VIN, adjustable jack stand, electric brakes.
- Atlas Copco XC4004 controller; operational monitoring, diagnostics and safety warning/shutdowns such as high engine temp and low fuel. Portable full feature to produce filtered air that meets ISO 8573-1: 1.7.2 instrument quality air. Comes with by-pass valve.



Common options	Part number			Description
	New factory order	Added to stock unit in PDI	Ship from NSC	
Cold climate fluids	0000 0495 63	N/A - Factory only	N/A	Comes with 0W-40 synthetic engine oil
UN31A fuel tanks	0000 0496 21	N/A - Factory only	N/A	UN31A rated fuel tanks for Transport Canada
Mirror Box	N/A	TBD	N/A	XC4004 mirror box w/ 30m cord

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Compressors

Electric portable compressors - E-Air fixed speed range

Model	Part #	Tier rating	Flow (cfm)	Operating pressure (psi)	Pressure range (psi)	Electric Motor
E-Air T900	8967 0028 41	N/A	888	100	58-150	WEG 460V 220 HP
			871	150		

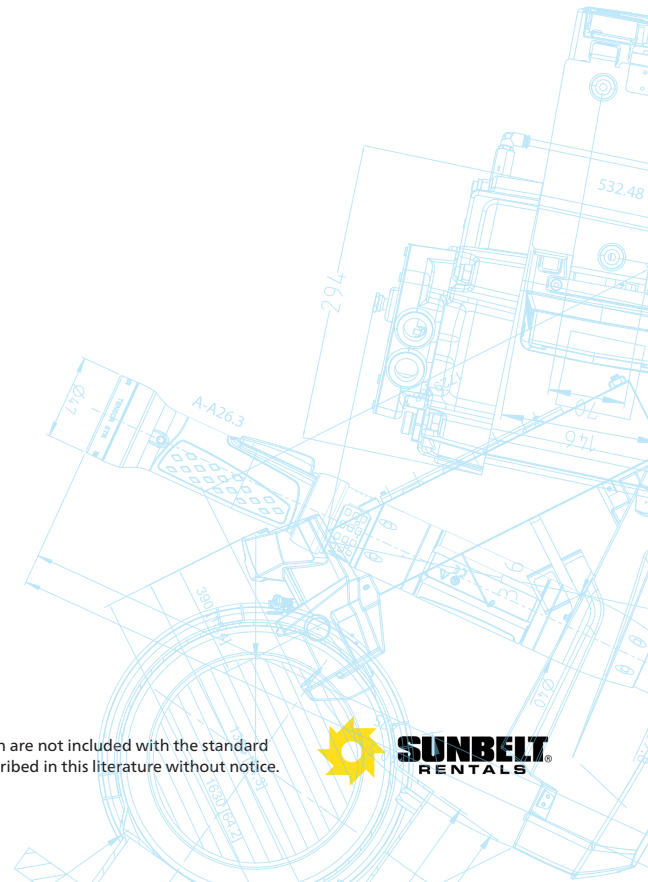
Standard configuration

- Electrical Controls;
 - 460V 3Ø input, with main disconnect breaker (w/ external Cam-Lock connections)
 - WEG Premium Efficiency drive motor
 - Soft Start
 - Xc2003 controller
 - UL/CSA components
- Aftercooler and water separator are standard w/ DD+PD Filters to produce filtered air that meets ISO 8573-1: 1.7.2 instrument quality air.
- Thermostatic bypass valve
- Variable pressure and flow capabilities are standard (See operating chart in sales leaflet)
- Proven skid enclosure designed for heavy-duty applications, 110% fluid containment (certified by DNV).
- Sound attenuated weatherproof enclosure, with single point lifting built-in.



Common options	Part number	Description
Trailer for T400 or T500	TBA	Single axle trailer, w/ hydraulic brakes
Tandem trailer for T900	1280 5819 62	Tandem axle trailer, w/ hydraulic brakes

*Consult with your local Sales Rep. for other options or features required.



Compressors

Electric portable compressors - E-Air VSD range

Model	Part #	Amperage range (A)	Flow (cfm)	Working Pressure range (psi)	Electric Motor
E-Air V1100	8162 1100 69	Max. 350 A	800–1100	72–200	PMM 380-460V 280 HP

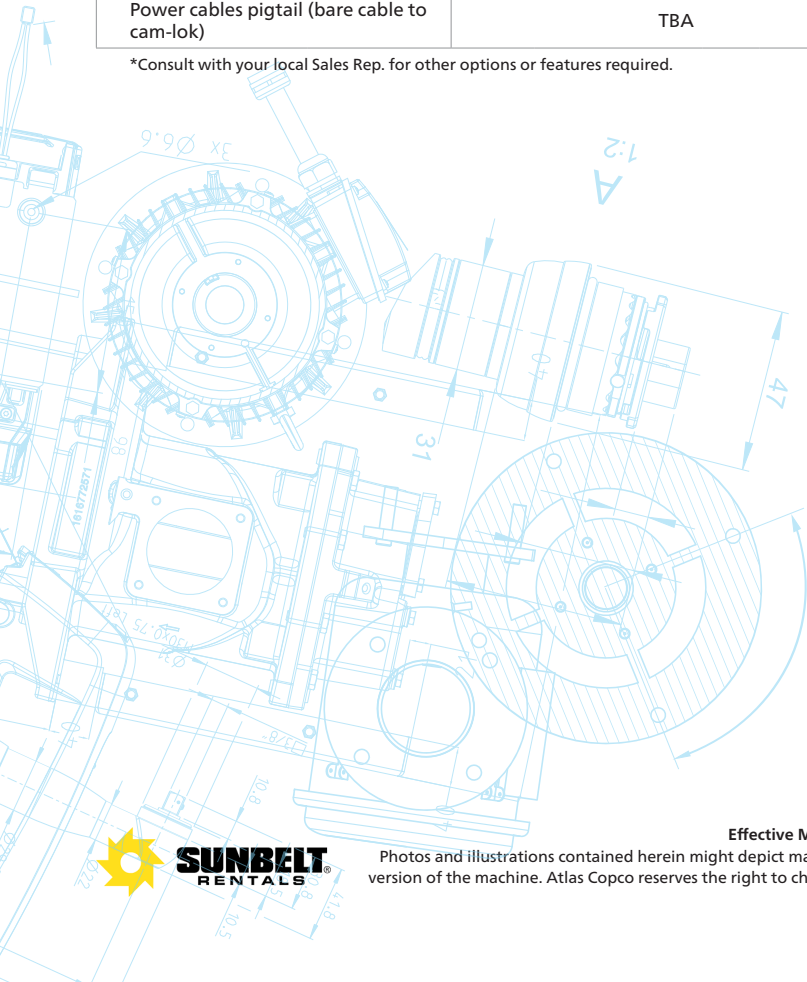
Standard configuration

- Electrical Controls;
 - 350-530V 3Ø input with bus-bar connections
 - Water cooled IP65 VSD Permanent Magnet Motor (PMM)
 - Water cooled IP65 inverter for outdoor applications
 - Xc4004 controller + PACE Technology
 - Phase sequence protection
- Aftercooler, water separator and UD filter are standard to produce filtered air that meets ISO 8573-1: 1.7.2 instrument quality air.
- 110% fluid containment
- Silenced: 70 dB(A) at 23ft
- 1* 2" NPT + 2* 3/4" NPT outlets



Common options	Part number	Description
Single TBA trailer	1280 3092 21	Single Axle Trailer with Electric Brakes
Power cables pigtail (bare cable to cam-lok)	TBA	1/2" Lug to cam-lok adapter with 5ft long wires

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Pumps

WEDA - drainage submersible pump

Pump with mounted discharge and built in starter

Option

Model	Part #	Max. flow (gpm)	Max. head (ft)	HP rating	Discharge	Float switch
WEDA D04N 115V 60HZ 1~ UL	8162172700	60	38	0.5	2" NPT	1280012393
WEDA D08N 115V 60HZ 1~ UL	8162173000	85	50	1	2" NPT	1280012393
WEDA D10N 115V 60HZ 1~ CSA	3081620538	119	52	1.5	2" NPT	3081690557
WEDA D10N 220-240V 60HZ 1~ CSA	3081620669	119	52	1.5	2" NPT	3081690557
WEDA D30L 220-240V 60HZ 1~ CSA	3081620651	370	58	3	3" NPT	3081690557
WEDA D30N 220-240V 60HZ 1~CSA	3081620491	200	90	2.7	3" NPT	3081690557

* no built in starter and no cable

Pump with mounted discharge and terminal board connection

Model	Part #	Max. flow (gpm)	Max. head (ft)	HP rating	Discharge
WEDA D10N 460V Y TB 60HZ CSA	3081620850	119	52	1.5	2" NPT
WEDA D30L 460V Y TB 60HZ CSA	3081620854	370	58	3	3" NPT
WEDA D30N 460V Y TB 60HZ CSA	3081620858	190	83	3	3" NPT
WEDA D40N 460V Y TB 60HzCSA	3081620861	450	72	4	3" NPT
WEDA D50N 230/460V 60HZ CSA	3081620871	620	83	9	4" NPT
WEDA D50H 230/460V 60HZ CSA	3081620873	310	135	9	3" NPT
WEDA D60N 230/460V 60HZ CSA	3081620875	700	100	12	4" NPT
WEDA D60H 230/460V 60HZ CSA	3081620877	340	170	12	3" NPT
WEDA D60SH 230/460V 60HZ CSA	3081620879	260	250	12	3" NPT
WEDA D70L 460V D TB 60HZ CSA	3081620835	1200	110	15	6" NPT
WEDA D70H 460V D TB 60HZ CSA	3081620837	300	254	15	4" NPT
WEDA D80N (230)/460V 60HZ CSA	3081620839	1600	145	31	6" NPT
WEDA D80H (230)/460V 60HZ CSA	3081620841	760	240	31	4" NPT
WEDA D90L (230)/460V 60HZ CSA	3081620843	1700	120	36	6" NPT
WEDA D90H (230)/460V 60HZ CSA	3081620845	560	325	36	4" NPT

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Pumps

WEDA - drainage submersible pump

Pump with mounted discharge and terminal board connection in 575-600 volt / 60 HZ motor configuration

Model	Part #	Max. flow (gpm)	Max. head (ft)	HP rating	Discharge
WEDA D10N 575V Y TB 60HZ CSA	3081620851	119	52	1.5	2" NPT
WEDA D30L 575V Y TB 60HZ CSA	3081620855	370	58	3	3" NPT
WEDA D30N 575V Y TB 60HZ CSA	3081620859	190	83	3	3" NPT
WEDA D40N 575V Y TB 60HZ CSA	3081620862	450	72	4	3" NPT
WEDA D50N 575V D TB 60HZ CSA	3081620872	620	83	9	4" NPT
WEDA D50H 575V D TB 60HZ CSA	3081620874	310	135	9	3" NPT
WEDA D60N 575V D TB 60HZ CSA	3081620876	700	100	12	4" NPT
WEDA D60H 575V D TB 60HZ CSA	3081620878	340	170	12	3" NPT
WEDA D60SH 575V D TB 60HZ CSA	3081620880	260	250	12	3" NPT
WEDA D70L 575V D TB 60HZ CSA	3081620836	1200	110	15	6" NPT
WEDA D70H 575V D TB 60HZ CSA	3081620838	300	254	15	4" NPT
WEDA D80N 575V D TB 60Hz CSA	3081620840	1600	145	31	6" NPT
WEDA D80H 575V D TB 60HZ CSA	3081620842	760	240	31	4" NPT
WEDA D90L 575V D TB 60HZ CSA	3081620844	1700	120	36	6" NPT
WEDA D90H 575V D TB 60HZ CSA	3081620846	560	325	36	4" NPT



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Pumps

WEDA - sludge submersible pump

Pump with mounted discharge and built in starter

Option

Model	Part #	Max. flow (gpm)	Max. head (ft)	HP rating	Discharge	Float switch
WEDA S04N 115V 60HZ 1~ UL	8162172900	67	33	0.5	2" NPT	1280012393
WEDA S08N 115V 60HZ 1~ UL	8162173100	83	42	1	2" NPT	1280012393

Pump with mounted discharge and terminal board connection

Model	Part #	Max. flow (gpm)	Max. head (ft)	HP rating	Discharge
WEDA S30N 460V Y TB 60HZ CSA	3081620865	230	61	4	3" NPT
WEDA S50N 230/460V 60HZ CSA	3081620882	365	92	7	4" NPT
WEDA S60N 230/460V 60HZ CSA	3081620884	420	100	9	4" NPT

Pump with mounted discharge and terminal board connection in 575-600 volt / 60 HZ motor configuration

Model	Part #	Max. flow (gpm)	Max. head (ft)	HP rating	Discharge
WEDA S30N 575V Y TB 60HZ CSA	3081620866	230	61	4	3" NPT
WEDA S50N 575V D TB 60Hz CSA	3081620883	365	92	7	4" NPT
WEDA S60N 575V D TB 60HZ CSA	3081620885	420	100	9	4" NPT



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Pumps

WEDA - slurry submersible pump

Pump with mounted discharge, no built in starter (control box required)

Model	Part #	Max. flow (gpm)	Max. head (ft)	HP rating	Discharge
WEDA L40N 460V 60HZ 3" hose	3081620249	247	47	5	3" NPT
WEDA L50N 460V 60HZ 4" hose	3081620250	308	57	7.5	4" NPT
WEDA L60N 460V 60HZ 4" hose	3081620251	440	75	12	4" NPT
WEDA L70N 460V 60HZ 4" hose	3081620252	616	85	15	4" NPT
WEDA L80N 460V 60HZ	3081620253	660	98	20	4" flange
WEDA L95N 460V 60HZ	3081620254	880	171	50	4" flange
WEDA L100N 460V 60HZ	3081620255	1320	108	60	6" flange
WEDA L110N 460V 60HZ	3081620256	2112	174	101	6" flange



Accessories

WEDA accessories - control box

Description	Part #	Voltage
Dual voltage control 2HP - 5 HP	1280274218	230 V or 460 V
Dual voltage control 5HP - 10 HP	1280274219	230 V or 460 V
Dual voltage control 10HP - 15 HP	1280274220	230 V or 460 V
Dual voltage control 10HP - 30 HP	1280274221	230 V or 460 V
Dual voltage control 30HP - 65 HP	1280274222	230 V or 460 V
Dual voltage control 60HP - 110 HP	1280274223	230 V or 460 V



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Pumps

PAS surface pumps - flow series

Open style, trailer - semi open impeller

Model	Part #	Max. flow (USgpm)	Max. head (ft)	HP rating	Connection size	Engine make	Arrangement
PAS 150 HF T4F KD	8972824117	2250	167	74	ANSI 6"	KOHLER	Trailer
PAS 300 HF T4F	8381062934						
PAS 300 HF E	8381062457						

Sound attenuated, trailer - semi open impeller

Model	Part #	Max. flow (USgpm)	Max. head (ft)	HP rating	Connection size	Engine make	Arrangement
PAS 100 HFS T4F KD	8972824115	1230	164	49	ANSI 4"	KOHLER	Trailer
PAS 150 HFS T4F KD	8972824118	2250	167	74	ANSI 6"	KOHLER	Trailer
PAS 200 HFS T4F PD	8972824120	3740	164	100	ANSI 8"	PERKINS	Trailer



Pumps

PAC surface pumps - flow series

Sound attenuated, trailer or skid - closed impeller

Model	Part #	Max. flow (USgpm)	Max. head (ft)	HP rating	Connection size	Engine make	Arrangement
PAC F66 KD-S 74HP FT4	TBD	2640	166	74	ANSI 6"	Kohler	Trailer
PAC F88 PD-S 120HP FT4	TBD	3950	200	120	ANSI 8"	Perkins	Trailer
PAC F1212 JD-S 156HP FT4	8972824125	7210	153	156	ANSI 12"	John Deere	Skid

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Portable generators

Diesel mobile generators

Model	Part #	Tier rating	kVA (PRP)	Amps (480V/3Ø)	Engine
QAS 150 JD T4F EB rental spec**	TBD	T4F	150	180	John Deere
QAS 200 JD T4F EB rental spec**	TBD	T4F	200	241	John Deere
QAS 250 T4F premium rental spec***	8972823186	T4F	250	301	John Deere
QAS 330 T4F premium rental spec***	8972823191	T4F	300	397	John Deere
QAS 625 T4F premium rental spec***	8972823222	T4F	625	750	Volvo

** Rental spec includes(RS): base model + camlock panel

*** Premium rental spec(PRS) : rental spec model + variable speed fan, paralleling controller, EFT valves with Dual Fuel Filter and internal lights



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Atlas Copco Power Technique
(a business unit within Power Technique North America LLC)
Terms and conditions of sale
(revised April 15, 2020)

1. General. As used herein, "Seller" means Power Technique North America LLC, or its applicable division which is offering or supplying any equipment, machine, part, accessory, item and/or service ("Products") to Buyer. "Buyer" means the entity to which Seller's offer is made, or the entity purchasing Products from Seller. This Terms and Conditions of Sale document is hereinafter referred to as "these Terms". **Seller's sale of any Products is expressly conditioned on Buyer's assent to these Terms. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms. Any terms or conditions (previously, contemporaneously, or hereafter) provided by Buyer which add to, vary from, or conflict with these Terms are hereby expressly objected to.** In the event a separate written agreement covering terms and conditions has been negotiated and mutually signed by authorized representatives of Buyer and Seller, and such agreement is applicable and in effect, it shall take precedence (to the extent of conflicts) and the terms and conditions set forth in these Terms will be supplemental to those of such agreement. All orders submitted to Seller are received subject to approval or rejection by Seller at its headquarters.

2. Delivery, Inspection. Delivery, Inspection. Unless specifically agreed otherwise by Seller and Buyer in writing with respect to the particular Product ordered, Products manufactured, assembled or warehoused in the continental U.S. are delivered F.O.B. shipping point of origin, and Products shipped from outside the continental U.S. are delivered F.O.B. point of entry. Where the scheduled delivery of Products is delayed by Buyer, or by a force majeure event described in Section 8 ("Force Majeure") below, Seller may store the Products at the expense and risk of Buyer. Shipping dates/periods (whether indicated as a range of weeks or otherwise) are approximate only, and are among other things based upon timely receipt of all necessary information and approvals. Seller reserves the right to deliver in installments. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Buyer and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the point of shipment for Products assembled, manufactured or warehoused in the continental U.S. or at the point of entry for Products shipped from outside the continental U.S. Buyer shall inspect the Product immediately upon delivery. If Buyer fails to notify Seller in writing within ten days (or within another time period specifically agreed upon by Seller and Buyer in writing) of receiving the Product of any alleged shortage, damage, or other nonconformity with respect to the Product, the Product shall conclusively be deemed to have been irrevocably accepted by Buyer.

3. Security Interest. Seller reserves and retains a security interest in the delivered Product and the proceeds thereof until Buyer has paid Seller the full price. Seller shall have the rights and remedies of a secured party under the Uniform Commercial Code. Buyer authorizes Seller to file UCC financing statements (with or without Buyer's signature appearing thereon, to the extent permitted by law) and to do any other lawful act or thing necessary or useful in perfecting Seller's security interest in the Product, and Buyer agrees to execute any and all documents required to be executed on its part to perfect said security interest.

4. Prices, Taxes. Unless specified otherwise by Seller in its written quotation, all prices are stated in U.S. dollars, and all invoices issued by Seller and payments made by Buyer shall be in U.S. dollars. **Taxes:** The price does not include any tax or any other governmental charges, unless the price indicated by Seller specifically lists such tax or governmental charge as a line item. Buyer is responsible for any and all applicable taxes and governmental charges (except any taxes on Seller's income). Seller will accept a valid exemption certificate from Buyer, if applicable.

5. Payment. Unless specified otherwise by Seller in its written quotation, the payment terms are Net 30 Days after the date of

Seller's invoice. Invoices shall be paid in full and Buyer shall not be entitled to deduct, set-off or to withhold payment. If Buyer fails to pay any invoice when due, Seller may exercise all available remedies to it, including under the Uniform Commercial Code, and may withhold delivery until receipt of payment or satisfactory security. Seller reserves the right to require payment in advance or C.O.D. and otherwise to modify credit terms. A service charge of the lesser of 1% per month or the highest rate permitted by law may be charged on all overdue amounts. Payment terms are subject to credit approval. If, in the sole judgment of Seller, the financial condition of Buyer does not justify the terms of payment specified, Seller may require payment in advance or cancel any outstanding order, in which event Seller is entitled to reasonable cancellation charges. Should manufacture be delayed by Buyer, pro rata payments will become due to the extent required by Seller's contract with the manufacturer. Buyer shall be responsible for Seller's reasonable attorneys' fees/collection costs relating to overdue amounts.

6. Buyer's Cancellation of Orders. Buyer shall have no right to cancel a Product order (or a part of the order) unless Seller, at its sole discretion, agrees in writing that the specific order (or the part of the order) may be cancelled and Buyer pays cancellation charges. The cancellation charges may include, among other things, all costs and expenses incurred, and to cover commitments made, by Seller. In no event will the cancellation fee exceed the Product's purchase price.

7. Returns. Buyer shall have no right to return any Product unless Seller, at its sole discretion, agrees in writing that the specific Product may be returned. If Seller agrees that Buyer may return the Product, Seller will issue a Return Material Authorization number to Buyer, and Buyer must include such Return Material Authorization number with the return. Any such returned Product must be in new condition, with complete identification, shipped freight prepaid by Buyer, in accordance with Seller's instructions and is subject to a restocking charge.

8. Force Majeure. Seller shall not be liable for loss, damage or delay from causes beyond its reasonable control, including from fire, strike or other concerted action of workmen, act or omission of any governmental authority, compliance with import or export regulations, insurrection or riot, embargo, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any of these causes, the date of delivery will be postponed by the length of time reasonably necessary to compensate for the delay.

9. Warranty. Seller warrants to Buyer that any and all Seller-manufactured (or affiliate-manufactured) Products delivered to Buyer hereunder are delivered free of defects in workmanship and material. Unless specified otherwise by Seller in its written quotation with respect to the particular Product's warranty period, the warranty shall expire at the happening of the applicable number of months or hours of operation (whichever comes first) as indicated in more detail in Seller's applicable warranty statement document. The warranty statement document is attached hereto or available at request. Should any failure to conform to the warranty be discovered during the applicable warranty period, Seller (or a third party designated by Seller to perform the specific warranty job) will repair or (at Seller's option) replace the defective Product, subject to Seller's applicable warranty statement. At Seller's sole discretion, Seller may elect (as determined by an executive officer of Seller at its headquarters) to take back any defective Product and refund or credit monies paid to Seller for such defective Product less a reasonable allowance for use, in lieu of repair or replacement. Seller will determine at its sole discretion which of the above-mentioned options (repair, replace, refund, or credit) Seller will take regarding the defective Product. Consumables/wear items are expressly excluded from the warranty. Equipment/machinery/components/accessories/parts/items sold by Seller but not manufactured by Seller or by an affiliate are not

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warranted by Seller and shall carry whatever warranty (if any) which the manufacturer has conveyed to Seller to the extent it can be passed on to Buyer. No warranty, either expressed or implied, is provided by Seller on any such equipment/ machinery/ components/ accessories/ parts/ items not manufactured by Seller or by an affiliate. Any and all USED PRODUCTS ARE SOLD AS-IS, with no warranty of any kind (whether express, implied or otherwise), except for implied warranty of title. Any services performed by Seller are warranted to be performed in a workmanlike manner; this warranty shall expire 30 days after the particular service is performed. If any nonconformity with this service warranty is discovered within the 30 day warranty period, the exclusive obligation of Seller shall be to re-perform the nonconforming portion of the service in a conforming manner or provide a refund or credit. Seller will determine at its sole discretion which of the above-mentioned options (re-performance, refund, or credit) Seller will take regarding the nonconforming service. Warranty repair or replacement or re-performed service shall not extend or renew the original warranty period; such Products or parts or service shall remain under warranty only for the unexpired portion of the original warranty period. See Seller's applicable warranty statement for more information. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, IMPLIED, OR OTHERWISE), AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. CORRECTION OF NONCONFORMITIES (i.e. repair or replacement or refund or credit, all at Seller's option, of Products that do not conform to the Product warranty above, and re-performance or refund or credit, all at Seller's option, of service that does not conform to the service warranty above) IN THE MANNER AND WITHIN THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE PROVIDES THE EXCLUSIVE REMEDIES WITH RESPECT TO THE QUALITY OF OR ANY DEFECT IN PRODUCTS OR SERVICES DELIVERED OR PERFORMED HEREUNDER.**

10. Confidentiality. In connection with the order/contract and/or performance hereunder, Seller and Buyer (as to information disclosed, the "Disclosing Party") may each disclose Confidential Information to the other party hereto (the "Receiving Party"). "Confidential Information" shall mean all information related to the business, products, or services of the Disclosing Party that is not generally known to the public, and all pricing and terms of the contract, provided that the obligations of this paragraph shall not apply as to any portion of the Confidential Information which: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives or its affiliates, or (ii) has been or is subsequently independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information, or (iii) is required to be disclosed by law or valid legal process provided that the Receiving Party who intends to make such disclosure shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information. The Receiving Party agrees, except as otherwise required by law: (i) to use the Confidential Information only as the Disclosing Party intended it to be used by the Receiving Party in connection with providing or receiving the Product, and (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except disclosure to its employees to the extent necessary to facilitate providing or receiving Products. Upon the Disclosing Party's request, the Receiving Party shall destroy or return to Disclosing Party all copies of Confidential Information. If either party or any of their respective affiliates or representatives is required or requested by subpoena, interrogatories, or similar legal process to disclose any Confidential Information, such party agrees to provide the Disclosing Party with prompt written notice of such request, so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions herein. It is understood and agreed that this Section 10 survives any expiration/termination of the contract.

11. Intellectual Property. As between Seller and Buyer, Seller shall retain and own any and all patents, copyright, trademarks, trade secrets, and other intellectual property embodied in or associated with the Product. Without limiting the generality of the foregoing, Seller shall retain and own all right, title and interest in and to all inventions, discoveries, know-how, works of authorship, drawings, designs, processes, and ideas developed, discovered or conceived by Seller or its employees in connection with the manufacture of the ordered Products. No drawings, designs, or anything else provided by Seller shall be deemed to be "work made for hire" as that term is used in connection with the U.S. Copyright Act.

12. Software. In the event the Product contains or otherwise includes software, the software shall remain the proprietary property of Seller (and/or its affiliates or other third parties who are Seller's licensors, if applicable), and in no event shall title thereto be sold or transferred to Buyer. In the event a Product supplied hereunder contains or otherwise includes software, the following shall apply: (i) subject to Buyer complying with these Terms, Buyer is granted a non-exclusive, non-transferable license to properly use the software in machine readable object code form only; (ii) any license so granted is limited to the proper use of the Product containing the software only in the manner authorized by Seller; and (iii) Buyer shall not sublicense the software to any other entity nor assign its license rights. Notwithstanding the above, in the event Buyer transfers (in compliance with any and all applicable laws and regulations) title to any Product containing the software, the license granted hereby shall transfer to Buyer's transferee. Any license granted hereunder shall continue: (i) until terminated in accordance with this agreement, or, (ii) for the useful life of the Product in which the software is embedded or is otherwise an integral part, or, (iii) for the useful life of the software, whichever is shorter. Any modification, alteration, or removal or unauthorized use of the software constitute a breach of this agreement and shall automatically terminate any license granted hereby. Buyer shall not (and shall not permit any third party to) create derivative works based on the software, or reverse engineer, or disassemble or decompile the software, or transfer, copy, or modify, the software. In the event a separate written applicable Seller-provided Software License is provided with the Product, specified in Seller's quotation, and/or otherwise communicated to Buyer, then the software shall be governed, in order of precedence, by the terms of the separate Software License and then by any non-conflicting terms hereof.

13. Intellectual Property Indemnity. Seller shall defend or at its option settle any suit or proceeding by any third party brought against Buyer in so far as it is based on an allegation that any Product (provided by Seller to Buyer) constitutes an infringement of any United States patent, copyright, or trademark. Seller will pay the damages and costs awarded in any suit or proceeding so defended. Seller's obligations in this paragraph are conditioned upon Buyer promptly (i) notifying Seller in writing of the third party's claim; (ii) giving Seller full authority to control the defense and settlement of the suit or proceeding; and (iii) providing Seller with full information and reasonable assistance at Seller's expense. Seller shall ensure that no such settlement intending to bind Buyer shall be entered into without Buyer's prior written consent, which consent shall not be unreasonably withheld or delayed. In case the Product (or any portion thereof) as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Seller will, at Seller's option and expense: (i) procure for Buyer the right to continue using the Product; (ii) replace the Product with substantially equivalent non-infringing Product; (iii) modify the Product so it becomes non-infringing; or (iv) take back the Product and refund or credit monies paid by Buyer to Seller for such Product less a reasonable allowance for use. Seller will have no duty or obligation to Buyer under this paragraph to the extent that the Product is (i) supplied according to Buyer's design or instructions wherein compliance therewith has caused Seller to deviate from Seller's normal designs or specifications, (ii) modified, (iii) combined with items, systems, methods, or processes not furnished by Seller and by reason of said design, instruction, modification, or combination a claim is brought against Buyer. If by reason of such design,

Terms and Conditions of Sale, contd.

instruction, modification or combination, a claim is brought against Seller or its affiliate, Buyer shall protect Seller and its affiliate in the same manner and to the same extent that Seller has agreed to protect Buyer under the provisions above in this paragraph. **THIS SECTION 13 STATES SELLER'S AND ITS AFFILIATES' EXCLUSIVE LIABILITY FOR INFRINGEMENT OF ANY THIRD PARTY'S PATENT, COPYRIGHT AND/OR TRADEMARK.**

14. Export Control, and Foreign Corrupt Practices Act. Products, technical data, technology, software, and services provided by Seller to Buyer shall at all times be subject to any and all applicable export control laws and regulations, including but not limited to applicable U.S. Export Administration Regulations, United Nations resolutions and European Union directives relating to trade embargoes and restrictions. Buyer agrees and warrants that no Product, items, equipment, materials, services, technical data, technology, software or other technical information or assistance furnished by Seller, or any good or product resulting therefrom, shall be exported or re-exported by Buyer or its authorized transferees, if any, directly or indirectly, in violation of any law or regulation. Buyer agrees and warrants that Buyer shall not violate or cause Seller to violate the U.S. Foreign Corrupt Practices Act of 1977 (as amended), in connection with any sale of the Products. If Buyer breaches any obligation in this Section 14, Buyer shall indemnify Seller from all expenses, liabilities, sanctions, and fines arising from such breach.

15. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SELLER ARISING OUT OF, RELATED TO, OR RESULTING FROM THE ORDER OR CONTRACT OR THE PERFORMANCE OR BREACH THEREOF, OR THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, SERVICE, OPERATION OR USE OF ANY PRODUCT OR SERVICE SHALL BE LIMITED TO THE ACTUAL PURCHASE PRICE AMOUNT PAID BY BUYER TO SELLER FOR THE SPECIFIC PRODUCT/SERVICE GIVING RISE TO THE CLAIM (REGARDLESS OF WHETHER DAMAGES ARE CHARACTERIZED AS ARISING OUT OF BREACH OF WARRANTY, TORT, CONTRACT, OR OTHERWISE). For purposes of this Section 15, the term "Seller" means Seller, its affiliates, suppliers, and subcontractors, and their respective employees/agents.

16. No Consequential Damages, etc. NOTWITHSTANDING ANYTHING ELSE, UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF TOTAL OR PARTIAL USE OF THE PRODUCTS OR SERVICES, DOWNTIME COSTS, AND DELAY COST) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE (REGARDLESS OF WHETHER DAMAGES ARE CHARACTERIZED AS ARISING OUT OF BREACH OF WARRANTY, TORT, CONTRACT, OR OTHERWISE). For purposes of this Section 16, the term "Seller" means Seller, its affiliates, suppliers, and subcontractors, and their respective employees/agents.

17. U.S. Government Contracts. If the Products are to be used in the performance of a U.S. Government contract or subcontract, Buyer expressly agrees to notify Seller in writing in connection with Buyer's order. Further, if the Products are to be used in the performance of a U.S. Government contract or subcontract, only those clauses of the applicable U.S. Government procurement regulations which are mandatorily required by federal statute to be included in this contract shall be incorporated herein by reference. Further, if the Products are to be used in the performance of a U.S. Government contract or subcontract, only those clauses of the applicable U.S. Government procurement regulations which are mandatorily required by federal statute to be included in this contract shall be incorporated herein by reference.

18. Equal Employment Opportunity Requirements. If applicable to this agreement, Seller and Buyer shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations

prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, **protected veteran status or disability.**

19. Miscellaneous. **19.1.** Typographical and/or clerical errors in Seller's quotations are subject to Seller's correction. **19.2.** Buyer's issuance of a purchase order or Buyer's receipt of the Product from Seller shall (without prejudice to any other manner in which acceptance of these Terms may be evidenced) constitute full acceptance of these Terms. **19.3. THESE TERMS CONTAIN THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER WITH RESPECT TO TERMS AND CONDITIONS AND SUPERSEDE ALL PREVIOUS OR CONTEMPORANEOUS STATEMENTS, AGREEMENTS, AND REPRESENTATIONS WITH RESPECT TO TERMS AND CONDITIONS.** This agreement cannot be superseded, amended, or modified except by an applicable negotiated agreement signed in handwriting by an authorized sales manager of Seller and an authorized representative of Buyer containing terms and conditions substantially similar to the terms and conditions of these Terms. Any purchase order issued by Buyer to Seller is for Buyer's internal purposes and no term or condition stated in such document shall modify these Terms. Seller's execution of any document issued by Buyer shall constitute only an acknowledgment of receipt thereof, and shall not be construed as an acceptance of any of the terms or conditions therein that differ from, conflict with, or add to these Terms. **19.4.** Neither party shall assign or transfer the contract without the prior written consent of the other party (which consent shall not be unreasonably withheld); any purported assignment in violation of this sentence shall be void. Irrespective of the foregoing, Seller may without consent assign the contract (or any of rights or obligations hereunder) to any of its affiliates and/or use sub-contractors. **19.5.** The provisions of these Terms are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. **19.6.** Neither party's failure to enforce, or its waiver of a breach of, any provision contained in these Terms shall constitute a waiver of any other breach or of such provision. **19.7.** All headings, captions and numbering in this document are for convenience of reference only and shall not be used to interpret any meaning of any terms or condition. **19.8.** The validity, performance, and all other matters arising out of or relating to the interpretation and effect of these Terms and/or the contract shall be governed by and construed in accordance with the internal laws of the U.S. State in which Seller's applicable sales or service facility is located **without giving effect to any choice or conflict of law provision or rule (whether in such State or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of such State.** **19.9. Seller and Buyer expressly agree that the United Nations Convention on International Sale of Goods shall not apply.** **19.10. The parties are independent contractors under this Agreement and no other relationship is intended including, without limitation, any partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or any other special relationship.** **19.11. All rights and obligations contained in these Terms, which by their nature or effect are required or intended to be kept, observed, or performed after the termination or expiration of the order/contract will survive and remain binding upon and for the benefit of the parties, their successors, and permitted assigns. their nature or effect are required or intended to be kept, observed, or performed after the termination or expiration of the order/contract will survive and remain binding upon and for the benefit of the parties, their successors, and permitted assigns.**

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Power Technique North America LLC
Warranty statement
(Revised July 27th, 2020)

Power Technique North America LLC (hereinafter referred to as "Seller") warrants that SELLER-manufactured (or affiliate-manufactured) equipment/ machinery/ components/ Accessories/ parts/ items ("Products") delivered by SELLER are delivered free of defects in material and workmanship, except as otherwise set forth herein. This warranty shall expire at the happening of the applicable below-stated number of months or hours of operation (whichever comes first) as indicated in more detail in the chart below. Should any failure to conform to this warranty be discovered during the below-specified warranty period, SELLER will (subject to the rest of this Warranty Statement) provide a new part or (at SELLER's option) a repaired part, in place of any part which is found upon inspection by SELLER during the applicable warranty period to be in breach of this warranty. A Product will not be considered defective as a whole machine, and the warranty repair/replacement will be limited to the "individual part" proven defective. The defective part will be repaired or replaced during normal working hours at SELLER's place of business or a SELLER distributor authorized by SELLER to sell the type of equipment involved or other establishments authorized by SELLER. At its sole discretion SELLER may elect (as determined by an executive officer of SELLER at its headquarters in Rock Hill, South Carolina) to take back any defective Product and refund or credit monies paid to SELLER for such defective Product less a reasonable allowance for use, in lieu of repair or replacement. SELLER will determine at its sole discretion which of the above-mentioned options (repair, replace, refund, or credit) SELLER will take regarding the defective Product. Consumables/wear items are expressly excluded from the warranty. In addition, it is expressly understood that maintenance (for example preventative maintenance) is not included in the warranty.

The warranty and remedies are conditioned upon (a) the purchaser registering the Product within 30 days after purchase of the Product, (b) proper storage/installation/use/maintenance of the Product in accordance with the Product's instruction manuals, (c) the purchaser keeping complete and accurate records of maintenance throughout the warranty period and giving SELLER access to the records at SELLER's request in connection with warranty claim processing, and (d) modification of the Product only if and as authorized in writing by SELLER to the purchaser. Failure to meet any such conditions will render the warranty null and void.

In connection with making a warranty claim, the purchaser must in writing promptly contact SELLER or an authorized distributor of such Product; SELLER and/or the authorized distributor will then determine whether the purchaser should either (a) send the Product to a service location or (b) make the Product available at the purchaser's location (or another location) for examination by SELLER or its authorized distributor. In connection with making the warranty claim, proof of purchase and date of purchase must be presented, in addition to serial and model numbers. Unless agreed otherwise in writing with respect to the particular warranty claim, the cost of de-installation, re-installation, and transportation of the Product to and from SELLER or its authorized distributor, and (if applicable) the cost of travel, meals and lodging for SELLER's personnel and/or for the authorized distributor's personnel, will be borne by the Product purchaser.

Some examples of conditions NOT covered by the warranty are failures or defects in the Product caused by: accident, abuse, neglect, Acts of God, corrosion, normal wear and tear, improper installation, improper storage, failure to perform proper maintenance at the proper frequency in accordance with the Product's instruction manual, improper use, the use of unsuitable parts or attachments, the use of contaminated fuel, the use of fuels, lubricants, oils, or fluids other than those recommended in the Product's manual, and unauthorized modifications.

Equipment/machinery/components/Accessories/parts/items sold by SELLER but not manufactured by SELLER or by an affiliate (including but not limited to a Product's engine, alternator, tires, battery, carrier, electrical equipment, and hydraulic transmission, if applicable) are not warranted by SELLER and shall carry whatever warranty (if any) which the manufacturer has conveyed to SELLER to the extent it can be passed on to the purchaser. No warranty, whether expressed, implied, or otherwise, is provided by SELLER on any such equipment/ machinery/ components/ Accessories/ parts/ items not manufactured by SELLER or by an affiliate.

Any and all USED PRODUCTS ARE SOLD AS-IS, with no warranty of any kind, whether express, implied or otherwise, except for the implied warranty of title.

Any services performed by SELLER in connection with the sale, installation, start-up or servicing or repair of a Product are warranted to be performed in a workmanlike manner; this warranty shall expire 30 days after the particular service is performed. If any nonconformity with this service warranty is discovered within the 30 day warranty period, the exclusive obligation of SELLER shall be to re-perform the nonconforming portion of the service in a conforming manner or provide a refund or credit. SELLER will determine at its sole discretion which of the above-mentioned options (re-performance, refund, or credit) SELLER will take regarding the nonconforming service.

Warranty repair or replacement or re-performed service shall not extend or renew the original warranty period; such Products or parts or service shall remain under warranty only for the unexpired portion of the original warranty period.

THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXCEPT FOR THE IMPLIED WARRANTY OF TITLE. ALL OTHER WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. CORRECTION OF NONCONFORMITIES (i.e. repair or replacement or refund or credit, all at SELLER's option, of Products that do not conform to the Product warranty above, and re-performance or refund or credit, all at SELLER's option, of service that does not conform to the service warranty above) IN THE MANNER AND WITHIN THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE PROVIDES THE EXCLUSIVE REMEDIES WITH RESPECT TO THE QUALITY OF OR ANY DEFECT IN PRODUCTS OR SERVICES DELIVERED OR PERFORMED HEREUNDER. NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SELLER, ITS AFFILIATES, AND SUBCONTRACTORS, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL BE LIMITED TO THE PRICE PAID BY THE PURCHASER TO SELLER FOR THE SPECIFIC PRODUCT/SERVICE GIVING RISE TO THE CLAIM. UNDER NO CIRCUMSTANCES SHALL SELLER, ITS AFFILIATES, OR SUBCONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (WHETHER FOR LOST PROFITS OR REVENUE, WORK STOPPAGE, DOWNTIME COSTS, LOST BUSINESS, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE.



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Warranty statement, contd.

Product	Warranty period
Portable compressors	18 months from date of shipment from the factory, or 12 months from date of initial startup, or after 2,000 hours of use whichever comes first. For the compressor's air end and gearbox, the warranty period is 30 months from date of shipment from the factory or 24 months from date of initial startup, or after 5,000 hours of use whichever comes first. For the engine, see Footnote 1 below. EXCLUSIVE EXTENDED WARRANTY AVAILABLE (3yr machine, 10yr air end) – See extended warranty terms and conditions for more information.
Portable generators	18 months from date of shipment from the factory, or 12 months from date of initial startup, or after 2,000 hours of use whichever comes first. For the engine and alternator, see Footnote 2 below.
Portable gas generators	18 months from date of shipment from the factory or 12 months from date of initial startup, or after 1,000 hours of use, whichever comes first.
Portable light towers	30 months from date of shipment from the factory or 24 months from date of initial startup, or after 2,000 hours of use whichever comes first. For the engine and alternator, see Footnote 3 below.
Hurricane-brand: multi stage and reciprocating compressors	18 months from date of shipment from the factory or 12 months from date of initial startup or 2000 hours of operation, whichever comes first. For the compressor's crankshaft, crankcase casting, connecting rods, crossheads and compressor head castings, the warranty period is 42 months from date of shipment from the factory or 36 months from date of initial startup, whichever comes first. For the engine, see Footnote 4 below.
Hand held construction tools (pneumatic and hydraulic breakers, rock drills, gasoline powered breakers, etc.)	18 months from date of shipment from the factory or 12 months from date of initial startup, whichever comes first. For the engine, see Footnote 5 below.
Pumps (submersible and diesel driven)	18 months from date of shipment from the factory or 12 months from date of initial startup, whichever comes first. For the engine, see Footnote 6 below.
Note: Equipment/machinery/components/Accessories/parts/items sold by SELLER but not manufactured by SELLER or an affiliate (including but not limited to a Product's engine, alternator, tires, battery, carrier, electrical equipment, and hydraulic transmission, if applicable) are not warranted by SELLER and shall carry whatever warranty (if any) which the manufacturer has conveyed to SELLER to the extent it can be passed on to the purchaser.	
Spare parts and accessories	Warranty period
Spare parts (must be SELLER-approved and then installed by SELLER or an authorized distributor) Note: Electrical components, consumables, and wear items are specifically not considered spare parts.	6 months from date of installation.
DC (direct current) electrical components	3 months from date of shipment from the factory or 30 days from date of initial startup, whichever comes first.
AC (alternating current) electrical components	No warranty.
Consumables/wear items	
Consumables/wear items (for example: working steel for mounted or hand held demolition equipment, rock drills bits, hydraulic oil, grease, anti-freeze/coolant, filters, belts, fuel, lubricating oil, seals/seal kits, hoses, fittings, other parts that require replacement due to normal wear)	No warranty.
Refurbished components	
Refurbished SELLER-approved components (must be SELLER-approved and refurbished by SELLER or authorized distributor and then installed by SELLER or authorized distributor)	12 months from date of shipment from the refurbishing center or 6 months from initial use, whichever comes first.
Workshop repair warranty	
Repair (other than warranty work) (The repair must be by SELLER workshop only).	Parts and labor are warranted for 30 days after repair by SELLER
Extended warranties	
An extended warranty may be offered for certain Products, at SELLER's choice. An extended warranty will only be in force if agreed upon in an applicable warranty document between SELLER and the purchaser.	

Effective May 1st, 2021. Supersedes all previous price lists. Price subject to change without notice.

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Warranty statement, contd.

Note: The information in the footnotes is only summaries of various warranty information relating to some components manufactured by others. Although SELLER hopes this may be of convenience and SELLER strives to keep these footnotes updated, SELLER cannot promise that the information is up-to-date. For complete and current warranty information/duration/coverage/policy/procedure, please refer to the applicable manufacturer's applicable warranty. (None of the information in the footnotes constitutes any kind of warranty by SELLER.) For assistance in locating the applicable manufacturer's warranty, you may contact SELLER's Technical Support via email at acce.customerservice@us.atlascopco.com. Engine manufacturers require that the engine must be registered with the engine manufacturer; it is the Product purchaser's responsibility to register the Product's engine with the engine manufacturer and to do so in a timely manner in accordance with the engine manufacturer's requirements.

Footnote 1: For the compressor's engine (and other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including the following manufacturers:

- **Caterpillar Diesel engine:** Caterpillar Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup without limitation in running hours or for the period of twenty-four (24) months from the date of initial startup prior to the accumulation of 3000 running hours. **Link to CAT Warranty Registration Website**
- **Deutz Diesel engine:** Deutz Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup, without limitation in running hours or for the period of twenty-four (24) months from the date of initial startup, prior to the accumulation of 2000 running hours. **Link to Deutz Warranty Registration Website**
- **John Deere Diesel engine:** John Deere Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup, prior to the accumulation of 2000 running hours. All John Deere powered air compressors are subject to a 5 year (5,000hr) limited extended warranty. The extended warranty must be registered with John Deere by the original purchaser, at time of purchase, in order to qualify. Please see John Deere's air compressor extended warranty terms, conditions and further details. **Link to John Deere Warranty Registration Website**
- **Kubota Diesel engine:** Kubota warrants, the original purchaser, that all parts (except those referred to below) of your new Kubota industrial engine and replacement parts purchased from an Authorized Kubota Industrial Engine Distributor or OEM Distributor in the United States and Canada will be free from defects in materials or workmanship during the following periods; twenty-four (24) months from the date of initial startup, or accumulation of 2000 running hours, whichever comes first. A Major Components Warranty (MCW) covers a period of thirty-six (36) months from the date of initial startup, or accumulation of 3000 running hours, whichever comes first – MCW includes: crankcase (cylinder block), cylinder head, crankshaft, connecting rod, pistons, gears, flywheel, flywheel housing, oil pump, pulleys, governor, inlet manifold, and oil pan. MCW does not cover: rings, bearings, water pump, any electrical component, valve train components, accessory parts, seals, gaskets, carburetors, exhaust manifold, hoses, all fuel system components, muffler, any filters, radiator, fan, belts, thermostat, spark plugs, fuel transfer pumps & oil pan. **Link to Kubota Warranty Registration Website**
- **Perkins Diesel Engine:** Perkins engines has up to 24 months or 3,000 hour warranty – and even longer in countries with stricter emissions standards. The warranties are fully comprehensive and cover parts, labor and other related items. There is also an option to buy a Perkins Platinum Protection policy to cover you beyond the standard warranty period – and core components such as the engine block and cylinder head come with a 36 month guarantee. The warranty is comprehensive

and covers all parts and labor plus miscellaneous items such as the travel costs of engineers to repair the engine. The standard Warranty period for rotating electrical components across all engine ranges shall be for a period of 12 months from date of delivery of the engine to the first user. The benefit is that even if your machine is down, you will not be out of pocket. **Link to Perkins Warranty Registration Website**

- **Scania Diesel engine:** Scania agrees to remedy manufacturing or material defects during the warranty period. The remedy may consist of repair or replacement, as determined by Scania. For all Scania engines, the basic warranty period is (12) months from the date of delivery to the first end user, up to a maximum of (24) months from the delivery date from the factory. In rare cases, specific Scania engines will be sold with a Factory warranty of a different duration from the standard provisions in this section. In such cases, the distributor concerned will be separately notified. Some components are subject to Extended Product Support actions. Please refer to the Scania Warranty Insurance website for additional details.. **Link to Scania Warranty Registration Website**

Footnote 2: For the generator's engine (and other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including the following manufacturers:

- **John Deere Diesel engine:** John Deere Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup, without limitation in running hours, or for the period of twenty-four (24) months from the date of initial startup, prior to the accumulation of 2000 running hours.
 - **MTU diesel engine:** MTU warrants to the Buyer according to these terms and conditions that the goods supplied shall be free from defects in material and workmanship upon passage of risk to the Buyer. This warranty enters into force upon shipment of the goods from the MTU works. The limitation period for claims for defects is 24 (twenty-four) months or 3000 operating hours, whichever comes first. The limitation period shall begin on transfer to the first end user of the goods supplied. In all cases, the limitation period shall end at the latest 36 (thirty-six) months following notification by MTU of readiness for shipment.
 - **Isuzu diesel engines:** Warranty from Isuzu Motors America Inc. Unit must be registered directly with Isuzu Motors America upon receipt to be eligible to warranty. Failure to register warranty upon initial startup may cause warranty claim delays or rejection of warranty by Isuzu.
 - One (1) year/ unlimited hours or up to three (3) years/ 3,000 hours of operation (whichever occurs first)*
 - Two (2) years/ 2,000 hours of operation (whichever occurs first) on all electrical, fuel system and turbocharger components**
 - Major Component Limited Warranty (MCW) for five (5) years / 5,000 hours (whichever occurs first) ***
- * Whichever occurs first. In the absence of a functional hour meter, the engine will be deemed to be in use for eight (8)

Warranty statement, contd.

hours per calendar day commencing from the start of the warranty period.

** Coverage for all electrical and/or electronic (including factory-installed wiring harness), fuel system, and turbocharger components are limited to two (2) years or 2,000 hours, whichever occurs first.

*** Major Component Limited Warranty (MCW) covers the following components only: cylinder block, cylinder head, crankshaft (excluding bearings), camshaft, connecting rods (excluding bushing), flywheel and flywheel housing.

- **Leroy-Somers alternator:** Leroy-Somer alternator assemblies, voltage regulators, and voltage changeover switches, used in SELLER portable generator are warranted to be free of defects in materials and workmanship; the warranty period is exclusively 30 months from date of shipment from the factory or 24 months from date of commissioning or 10000 running hours whichever comes first.
- **Volvo Diesel Engine:** For off-road engines, the warranty covers 24 months or a maximum of three thousand (3,000) hours of operation, whichever comes first, and allows unlimited running hours within the first 12 months. Volvo Penta products are covered by the Volvo Penta International Limited Warranty (USA – Volvo Penta North American Warranty) according to the conditions and instructions in the Warranty and Service book. StandBy Power covers 24 months or one thousand (1000) running hours

Footnote 3: For the light tower's engine (and other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including the following manufacturers:

- **Kubota Diesel engine:** Kubota warrants, the original purchaser, that all parts (except those referred to below) of your new Kubota industrial engine and replacement parts purchased from an Authorized Kubota Industrial Engine Distributor or OEM Distributor in the United States and Canada will be free from defects in materials or workmanship during the following periods; twenty-four (24) months from the date of initial startup, or accumulation of 2000 running hours, whichever comes first. A Major Components Warranty (MCW) covers a period of thirty-six (36) months from the date of initial startup, or accumulation of 3000 running hours, whichever comes first – MCW includes: crankcase (cylinder block), cylinder head, crankshaft, connecting rod, pistons, gears, flywheel, flywheel housing, oil pump, pulleys, governor, inlet manifold, and oil pan. MCW does not cover: rings, bearings, water pump, any electrical component, valve train components, accessory parts, seals, gaskets, carburetors, exhaust manifold, hoses, all fuel system components, muffler, any filters, radiator, fan, belts, thermostat, spark plugs, fuel transfer pumps & oil pan
- **Mecc Alte alternator:** Mecc Alte alternator assemblies, voltage regulators, and voltage changeover switches, used in SELLER portable generator sets, are warranted to be free from defects with regard to materials and workmanship for the period of twenty-six (26) months from date of shipment from the factory, or twenty-four (24) months from date of initial startup, whichever comes first, without limitation in running hours.

Footnote 4: For the Hurricane-brand compressor's engine (and other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including the following manufacturers:

- **Caterpillar Diesel engine:** Caterpillar Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup without limitation in running hours

or for the period of twenty-four (24) months from the date of initial startup prior to the accumulation of 3000 running hours.

Footnote 5: For engines in handheld construction tools (and for other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including (as applicable) Honda engines, Lombardini engines, and Briggs & Stratton engines. See applicable manufacturer.

Footnote 6: For the pump engine (and other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including the following manufacturers:

- **Deutz Diesel engine:** Deutz Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup, without limitation in running hours or for the period of twenty-four (24) months from the date of initial startup, prior to the accumulation of 2000 running hours.
- **John Deere Diesel engine:** John Deere Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup, without limitation in running hours, or for the period of twenty-four (24) months from the date of initial startup, prior to the accumulation of 2000 running hours.
- **Kohler Diesel engine:** Kohler Co. warrants to the original consumer that each new engine will be free from manufacturing defects in materials and workmanship in normal service for a period of one (1) year from date of purchase provided it is operated and maintained in accordance with Kohler Co.'s instructions and manuals.
- **Perkins Diesel Engine:** Perkins engines have up to a maximum of 24 months or 3,000 hour warranty. The warranties are fully comprehensive and cover parts, labor and other related items. The following Perkins warranty applies by engine series:

Series 1100 A	12 months / unlimited hours
Series 400	24 months or 2000 hours
Series 1700	24 months or 2000 hours
Series 2000	24 months or 2000 hours
Series 800	24 months or 3000 hours
Series 854	24 months or 3000 hours
Series 904	24 months or 3000 hours
Series 1100	24 months or 3000 hours
Series 1200	24 months or 3000 hours

- **Volvo Diesel Engine:** For off-road engines, the warranty covers 24 months or a maximum of three thousand (3,000) hours of operation, whichever comes first, and allows unlimited running hours within the first 12 months. Volvo Penta products are covered by the Volvo Penta International Limited Warranty (USA – Volvo Penta North American Warranty) according to the conditions and instructions in the Warranty and Service book.
- **Yanmar Diesel Engine:** Yanmar warrants their industrial pump engine to the original purchaser, to be free from defects in material and workmanship, for the duration of the warranty period which is 24 months or 2000 hours.

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Power Technique North America LLC Emission Control System Warranty (valid in the U.S. only)

(for breaker/drill models Cobra Pro, Cobra TT, Cobra Combi and breaker model Redhawk,
as applicable containing engines manufactured by Construction Tools AB)

Construction Tools AB warrants to the initial purchaser of the machine and each subsequent owner that the engine in the machine (in breaker/drill models Cobra Pro, Cobra TT, Cobra Combi and in breaker model Redhawk, as applicable) meets the following two conditions: (1) the engine, including all parts of its emission control system, is designed, built, and equipped so it conforms at the time of sale to the initial purchaser with the applicable requirements in 40 CFR Part 1054 regulated by the U.S. Environmental Protection Agency; and (2) the engine, including all parts of its emission control system, is free from defects in materials and workmanship that may keep it from meeting the applicable requirements in 40 CFR Part 1054 regulated by the U.S. Environmental Protection Agency. (The above-stated warranty is referred to herein as "this Emission Control System Warranty".) This Emission Control System Warranty covers all components whose failure would increase the engine's emissions of any pollutant regulated by the United States Environmental Protection Agency under 40 CFR Part 1054.

The warranty period for this Emission Control System Warranty begins on the date of sale of the machine to the initial purchaser and ends two years thereafter.

Where a warrantable condition exists under this Emission Control System Warranty, warranty repairs will be made by a SELLER Representative (as defined below) or by a service facility designated by the SELLER Representative, without charge for diagnosis, parts, or labor, subject to all other provisions stated herein. All defective parts replaced under this Emission Control System Warranty become the property of the SELLER Representative. Normal maintenance items are warranted up to their first required replacement interval only. Only Construction Tools AB-approved replacement parts may be used in the performance of any warranty repairs under this Emission Control System Warranty and will be provided without charge.

This Emission Control System Warranty does not extend to components or parts which are affected or damaged by the machine owner's or any other person's (other than Construction Tools AB's or the SELLER Representative's) improper use or improper maintenance (including, but not limited to, improper replacement of filters, sparkplugs or other maintenance items or wear parts; incorrect oil or fuel; stale or improper fuel mix; dirt or other contaminants in the fuel or oil; excessive dirt, dust, rust, or corrosion in the engine; improper storage; use of replacement parts or Accessories not conforming to the original specifications which impair the effectiveness of the emission control system; incorporation of or use of unsuitable attachments or unauthorized alteration of any part; or improper repair), abuse, accident, or acts of God.

This Emission Control System Warranty does not cover replacement of expendable maintenance items (for example spark plugs and filters) unless they are original items defective in material or workmanship and the first required replacement interval (in accordance with applicable instructions published by the machine manufacturer) for the item has not been reached.

Responsibility for Maintenance: As the machine engine owner, you are responsible for the performance, at your expense, of the proper maintenance of the engine (in addition to all other parts of the machine and Accessories) in accordance with applicable instructions published by the machine manufacturer, including in the Safety and Operating Instructions manual for the machine. Construction Tools AB recommends that you retain all receipts and maintenance records covering performance of maintenance. Proper maintenance includes, but is not limited to, routine replacement and servicing of spark plugs, filters, other expendable wear parts, and any other part or item related to emission control or that may affect emissions.

Requirements related to warranty claims: Warranty repairs may only be performed by a SELLER Representative or by a service facility designated by the SELLER Representative to perform the warranty repair. "SELLER

Representative" means the dealer in the United States from whom your machine was initially purchased as a new machine or a service facility in the United States that is owned or operated by Power Technique North America LLC and which performs warranty repair of such machine engines. You are responsible for promptly presenting the machine (into which the engine is incorporated) to the nearest SELLER Representative as soon as a warrantable condition exists under this Emission Control System Warranty. At the time of requesting warranty repair, you must provide proof of the initial purchase of the machine, including the initial purchase date.

If you are located more than 100 miles from the nearest SELLER Representative, the SELLER Representative will (at its choice) (i) pay for shipping costs of the machine to and from the nearest SELLER Representative; (ii) provide for a technician to come to you to make the warranty repair under this Emission Control System Warranty; or (iii) pay for the warranty repair to be made at a local service facility designated by the SELLER Representative to perform the warranty repair on your machine engine under this Emission Control System Warranty. (The provisions in the preceding sentence apply only for the contiguous states, excluding the states with high-altitude areas identified in 40 CFR 1068, Appendix III.) If you are located within 100 miles of a SELLER Representative, you will be responsible for paying all shipping/ transportation costs, technician travel costs if the technician comes to you, and other similar costs, unless the SELLER Representative in its discretion elects to pay for such costs or any portion thereof.

If the SELLER Representative determines that there is no warrantable condition under this Emission Control System Warranty, you will be responsible for the cost of the diagnosis, labor and parts in accordance with the SELLER Representative's normal rates, costs of shipping/ transporting (regardless of your distance to a SELLER Representative), technician travel costs if the technician comes to you, and other similar costs, unless the SELLER Representative in its discretion elects to pay for such costs or any portion thereof.

For information about how to make a warranty claim and how to make arrangements for authorized warranty repair, please contact the dealer in the United States from whom your machine was initially purchased as a new machine. You may also contact Power Technique North America LLC via telephone at **1-800-732-6762** or via email to acce.customerservice@us.atlascopco.com.

DISCLAIMER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF IMPLIED WARRANTIES: NEITHER CONSTRUCTION TOOLS AB NOR POWER TECHNIQUE NORTH AMERICA LLC (NOR ANY OF THEIR AFFILIATES) SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHETHER ARISING FROM LOSS OF TIME OR USE OF THE MACHINE, OR ANY COMMERCIAL LOSS DUE TO FAILURE OF THE ENGINE OR THE MACHINE INTO WHICH IT IS INCORPORATED, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. NO EXPRESS EMISSION-RELATED COMPONENT WARRANTY OR OTHER EMISSION-RELATED WARRANTY IS GIVEN EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ANY EMISSION-RELATED COMPONENT WARRANTY OR OTHER EMISSION-RELATED WARRANTY IMPLIED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE EMISSION CONTROL SYSTEM WARRANTY TERMS SET FORTH HEREIN.

NO MODIFICATION OF THIS WARRANTY: THIS EMISSION CONTROL SYSTEM WARRANTY MAY NOT BE MODIFIED BY ANY PARTY, WHETHER ANY SELLER REPRESENTATIVE OR OTHERWISE, EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY CONSTRUCTION TOOLS AB.

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Power Technique North America LLC
Addendum to warranty statement
Portable compressor extended warranty
(Revised February 10th, 2020)

The warranties contained in this Addendum are in addition to those contained in the Power Technique North America LLC Warranty Statement (the "Warranty Statement"). All capitalized terms used herein shall, except as modified herein, have the meaning subscribed to them in the Warranty Statement. Except as set forth in this Addendum, the Warranty Statement is unaffected and shall continue in full force and effect in accordance with its terms.

Product	Extended warranty period*
Portable compressors	24 months from date of end of initial standard warranty term. For the compressor's air system **, the warranty period is an additional 96 months from the end of the 24 month extended warranty term. For the engine, see Footnote 1 below.

Requirements for Extended Warranty;

- End User information must be entered in machine on line. In case the unit is sold through an Authorized Dealer, the dealer has to fill the end users information such as, Name, address and contact, in the designated section in Machine on Line
- Service maintenance must be completed according to published intervals while utilizing genuine Atlas Copco/ Chicago Pneumatic/American Pneumatic Tool parts and lubricants. Record of such maintenance must be entered onto Machines Online for the specific serial number, in designated section, and include all required information including date service performed, type of service interval, and confirm the usage of genuine spare parts and lubricants
- Oil sample (engine or compressor) to be taken at any time of failure when a warranty claim is being submitted
 - Oil sample kit part number 1280581955 available for purchase
- Unit must be available for onsite inspection by a representative of Power Technique North America if required
- Unit must be available for transport to a Power Technique North America service center location if required
- Failed components must be retained and available for return and inspection if required

**** Air end system component exclusions:** Electrical components (i.e. Sensors, wiring), Perishable items (i.e. Rubber, plastics), Wear and air regulation items (i.e. Check valves, couplings).

Note: End users are authorized to complete the required preventative maintenance utilizing genuine parts and lubricants purchased from an authorized dealer. Service maintenance recorded into Machines Online are to be completed by the authorized dealer where products purchased or another authorized dealer after providing proof of purchase for genuine parts and fluids utilized.

Note: Equipment/machinery/components/Accessories/parts/items sold by SELLER but not manufactured by SELLER or an affiliate (including but not limited to a Product's engine, alternator, tires, battery, carrier, electrical equipment, and hydraulic transmission, if applicable) are not warranted by SELLER and shall carry whatever warranty (if any) which the manufacturer has conveyed to SELLER to the extent it can be passed on to the purchaser.

Note: The information in the footnotes is only summaries of various warranty information relating to some components manufactured by others. Although SELLER hopes this may be of convenience and SELLER strives to keep these footnotes updated, SELLER cannot promise that the information is up-to-date. For complete and current warranty information/duration/coverage/policy/procedure, please refer to the applicable manufacturer's warranty. (None of the information in the footnotes constitutes any kind of warranty by SELLER.) For assistance in locating the applicable manufacturer's warranty, you may contact SELLER's Technical Support via email at acce.customerservice@us.atlascopco.com. Engine manufacturers require that the engine be registered with

the engine manufacturer; it is the Product purchaser's responsibility to register the Product's engine with the engine manufacturer and to do so in a timely manner in accordance with the engine manufacturer's requirements.

Footnote 1: For the compressor's engine (and other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including the following manufacturers:

- **Caterpillar Diesel engine:** Caterpillar Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup without limitation in running hours or for the period of thirty six (36) months from the date of initial startup prior to the accumulation of 4000 running hours.
- **John Deere Diesel engine:** John Deere Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup, prior to the accumulation of 2000 running hours. All John Deere powered air compressors are subject to a 5 year (5,000hr) limited extended warranty. The extended warranty must be registered with John Deere by the original purchaser, at time of purchase, in order to qualify. Please see John Deere's air compressor extended warranty terms, conditions and further details.
- **Kubota Diesel engine:** Kubota warrants, the original purchaser, that all parts (except those referred to below) of your new Kubota industrial engine and replacement parts purchased from an Authorized Kubota Industrial Engine Distributor or OEM Distributor in the United States and Canada will be free from defects in materials or workmanship during the following periods; twenty-four (24) months from the date of initial startup, or accumulation of 2000 running hours, whichever comes first. A Major Components Warranty (MCW) covers a period of thirty-six (36) months from the date of initial startup, or accumulation of 3000 running hours, whichever comes first – MCW includes: crankcase (cylinder block), cylinder head, crankshaft, connecting rod, pistons, gears, flywheel, flywheel housing, oil pump, pulleys, governor, inlet manifold, and oil pan. MCW does not cover: rings, bearings, water pump, any electrical component, valve train components, accessory parts, seals, gaskets, carburetors, exhaust manifold, hoses, all fuel system components, muffler, any filters, radiator, fan, belts, thermostat, spark plugs, fuel transfer pumps & oil pan
- **Perkins Diesel engine:** Perkins engines has up to 24 months or 3,000 hour warranty – and even longer in countries with stricter emissions standards. The warranties are fully comprehensive and cover parts, labor and other related items. There is also an option to buy a Perkins Platinum Protection policy to cover you beyond the standard warranty period – and core components such as the engine block and cylinder head come with a 36 month guarantee. The warranty is comprehensive and covers all parts and labor plus miscellaneous items such as the travel costs of engineers to repair the engine. The standard Warranty period for rotating electrical components across all engine

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Power Technique North America LLC
Addendum to warranty statement
Portable compressor extended warranty, contd.

ranges shall be for a period of 12 months from date of delivery of the engine to the first user. The benefit is that even if your machine is down, you will not be out of pocket.

- **Scania Diesel engine:** Scania agrees to remedy manufacturing or material defects during the warranty period. The remedy may consist of repair or replacement, as determined by Scania. For all Scania engines, the basic warranty period is (12) months from the date of delivery to the first end user, up to a maximum of (24) months from the delivery date from the factory. In rare cases, specific Scania engines will be sold with a Factory warranty of a different duration from the standard provisions in this section. In such cases, the distributor concerned will be separately notified. Some components are subject to Extended Product Support actions. Please refer to the Scania Warranty Insurance website for additional details. The Additional Insurance is available for a separate charge, covering an extended period of max. 24 months or a total time from startup of 36 months (max 48 months from factory delivery), measured from the startup date of the engine by the first retail purchaser or max. 8000 hrs., whichever occurs first.

Responsibility for Maintenance: As the machine engine owner, you are responsible for the performance, at your expense, of the proper maintenance of the engine (in addition to all other parts of the machine and Accessories) in accordance with applicable instructions published by the machine manufacturer, including in the Safety and Operating Instructions manual for the machine. Power Technique North America LLC recommends that you retain all receipts and

maintenance records covering performance of maintenance. Proper maintenance includes, but is not limited to, routine replacement and servicing of spark plugs, filters, other expendable wear parts, and any other part or item related to emission control or that may affect emissions.

THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND ALL OTHER WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. CORRECTION OF NONCONFORMITIES WITHIN THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE PROVIDES THE EXCLUSIVE REMEDIES WITH RESPECT TO THE QUALITY OF OR ANY DEFECT IN PRODUCTS OR SERVICES DELIVERED OR PERFORMED HEREUNDER. NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SELLER, ITS AFFILIATES, AND SUBCONTRACTORS, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL BE LIMITED TO THE PRICE PAID BY THE PURCHASER TO SELLER FOR THE SPECIFIC PRODUCT/SERVICE GIVING RISE TO THE CLAIM. UNDER NO CIRCUMSTANCES SHALL SELLER, ITS AFFILIATES, OR SUBCONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (WHETHER FOR LOST PROFITS OR REVENUE, WORK STOPPAGE, DOWNTIME COSTS, LOST BUSINESS, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE.

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