

Standard VILTER™ Warranty Statement

What is covered & how long it is covered: Subject to the other terms of this Warranty Statement, Seller warrants to its direct purchasers (and to no others) that the Products it manufactures will be free from defects in material and workmanship under normal use, regular service and maintenance. This warranty only applies when such defect appears in the Products within 12 months (“m”) from the date such Products are placed in service and when such Products are returned to and received by Seller within 18m from the date of manufacture by Seller (“12m/18m”), except that defects in the following Products different than 12m/18m are covered by the number of months indicated below if returned to Seller within the following number of months (“m Ship”) from shipment by Seller—

Product	Compressor Type		
	Reciprocating Compressors	VSS / VSM Refrigeration Compressors	VSG / VSSG Gas Compressors
New Unit	24m Ship	24m Ship	12m/18m
Compressor (New Unit Only)	24m Ship	60m Ship	12m/18m
New Bareshaft Compressor	24m Ship	24m Ship	12m/18m
Remanufactured Compressor	12m/18m	12m/18m	12m/18m
Any Engineered to Order (ETO) packaged system (including Heat Pumps and Process Chillers) not described above carry the 12m/18m warranty.			
VSS / VSM single screw compressors installed and shipped on New Units carry an internal Product component warranty of 5 years from shipment date and a warranty of 15 years from shipment date for compressor bearings only. Does not include actuator motors and shaft seals.			
Vilter™ Genuine OEM Parts, retrofit Vission 20/20 panels, retrofit PLC panels and any other supplied equipment not described above carry a 12m warranty from shipment date.			
New Vapor Recovery Units (“VRU Units”) and its Compressors carry the standard 12m/18m warranty—all other VRU parts carry a 6 m warranty from shipment date.			

What is not covered: This warranty does not extend to any losses or damages due to misuse; corrosion; accident; abuse; neglect; normal wear and tear; negligence (other than Seller’s); unauthorized alteration; use beyond rated capacity; acts of God; war or terrorism; unsuitable power sources or environmental conditions; operation with refrigeration or lubricants which are not suitable for use with the Product; improper installation, repair, handling, maintenance or application; substitution of parts not approved by Seller; or any other cause not the fault of Seller. This warranty is only applicable to Products properly maintained and used according to Seller’s instructions, the use of genuine Vilter™ replacement parts and recommended oil in all repairs, and when Buyer has demonstrated adherence to a scheduled maintenance program as detailed in the applicable operating manual. The Buyer must use Vilter approved oil only and provide oil analysis results to Vilter. To the extent the Buyer has supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Products and the preparation of Seller’s quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions will be null and void. Seller does not warrant that the Products comply with any particular law or regulation not explicitly provided in the Product specifications, and Buyer is responsible for ensuring that the Products contain all features necessary to safely perform in Buyer’s and its customers’ plants and operations. If the Products are for a gas compression application, this warranty does not apply if the Products are operated in conjunction with a gas with an H₂S level above 100 PPM.

Third Party Motors & Starters: Motors and starters or Motor & Starter Parts purchased by Seller from a third party for resale to Buyer or for incorporation into Seller's Product will carry only the warranty extended by the original manufacturer ("OEM"). Motor manufacturer warranties cover only the repair or replacement of the motor, and do not cover removal and installation charges, incidental charges associated with the removal and installation process, loss of product, or shipping to and from the manufacturer or approved shop. The individual motor manufacturer warranty terms can be found on the manufacturer's associated websites.

Other limitations: Seller will not be liable under the above warranty if Buyer is in default of its payment obligations to Seller under any purchase order or credit agreement. Except with Seller's written permission given after receipt of Buyer's request within 60 days of an event, Seller will not be responsible for costs of dismantling, lost refrigerant, reassembling, repair labor and expenses, travel cost or transporting the Product. Products repaired or replaced under this warranty will be warranted for the unexpired portion of the warranty applying to the original Products. Buyer agrees that all instructions and warnings supplied by Seller will be passed on to those persons who use the Products. Products are to be used in their recommended applications and all warning labels adhered to the Products by Seller must be left intact. Any technical advice furnished by Seller before or after delivery in regard to the use, application or suitability of the Products may not be construed as an express warranty unless confirmed by Seller in writing, and Seller assumes no obligation or liability for the advice given or results obtained—all advice given and accepted at Buyer's sole risk.

Exclusive Remedy: Within (10) ten days after Buyer's discovery of any warranty defects within the warranty period, Buyer will notify Seller of such defect in writing. Seller will, at its option and as Buyer's exclusive remedy, repair, correct, or replace F.O.B. point of manufacture, or issue credit or refund the purchase price for, that portion of the Products found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period will be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of the Products, either alone or in combination with other products/components. If so required, Products or parts for which a warranty claim is made are to be returned transportation prepaid to Seller's factory. **THE FOREGOING CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER.**

SOLE WARRANTY: THE WARRANTIES ABOVE CONSTITUTE SELLER'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE PRODUCTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER HEREIN ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC PRODUCTS OR PORTION OF THE PRODUCTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, AND BUYER SHALL INDEMNIFY AND HOLD HARMLESS SELLER FOR ANY DAMAGES INCURRED BY SELLER IN EXCESS THEREOF. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" includes loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including for capital, fuel, power and loss or damage to capital or equipment. Buyer agrees that all instructions and warnings supplied by Seller will be passed on to those persons who use the Products. Seller's Products are to be used in their recommended applications and all warning labels adhered to the Products by Seller are to be left intact.

Process for returning Products covered by the warranty:

STEP 1. To return a defective Product or part under this warranty, you will need to provide the Vilter™ compressor order number on all submitted documents.

For a parts warranty request, you will also need to provide:

- The Vilter™ serial number of the compressor;
- A detailed and accurate description of the issue;
- A valid purchase order for the new part(s)— you must pay the freight;
- One copy of Return Merchandise Authorization (RMA) sent to you for your records;
- One copy of RMA sent to you to include in the return shipment of parts back to Vilter™ for warranty consideration.

STEP 2. Return the parts (freight prepaid) to:

VILTER MANUFACTURING CORPORATION
5555 South Packard Avenue
Cudahy, WI 53110-8904

STEP 3. Upon receipt of the returned part(s), Vilter™ will complete a timely evaluation of the part(s).

STEP 4. You will be contacted with Vilter's decision once the final report is completed.

STEP 5. If approved, the approved warranty will be credited (excluding freight) to your account. Vilter™ will retain the returned part(s) for final disposition. If a warranty request is not approved, you will be provided with a written response and the parts will be held for 30 days. After such time, Vilter™ will dispose of the parts.

If you wish to have the part(s) returned, you will need to contact Vilter™ and the part(s) will be returned freight collect.

Procedure for parts not manufactured by Vilter™:

Although Vilter™ does not provide any warranty for parts and products that are not manufactured by Vilter™, Vilter™ does pass through any manufacturer's warranty to you (to the maximum extent permitted by the manufacturer). Vilter™ will work with you in facilitating your warranty claim with the manufacturer.

To facilitate your warranty claim, please follow the following four steps:

STEP 1. Determine if the part or product is within the OEM's warranty.

STEP 2. If the defective part or product is not a motor, send a description containing the specifications of the part/product and the defect to:

Service.Vilter@Emerson.com

If the defective part or product is a motor or starter, please complete the form on the next page and return it to:

Service.Vilter@Emerson.com

STEP 3. Vilter™ will communicate with you, if necessary, to ascertain additional information and will reasonably assist with the OEM to determine the part/product's warranty status.

Step 4. For defective motor or starter claims, if the motor or starter falls within the OEM's warranty time frame:

- The motor or starter will need to be taken to a manufacturer approved shop for diagnosis. Vilter™ can help you locate motor shops in your area that are manufacturer approved. The shop will diagnose the root cause, submit a report to the OEM, and the motor OEM will make the determination of warranty coverage.
- If a warranty claim is approved, the OEM will either have the motor or starter repaired by the motor shop or send a new replacement motor to the site.



Motor Warranty Procedure

To facilitate your warranty claim, please follow the steps outlined below:

1. Determination if motor is within the OEM warranty.
2. Please complete the following and return to Service.Vilter@Emerson.com, along with a picture of the motor's nameplate.
3. Vilter will assist with the motor OEM to determine the motor's warranty status.

Model: _____		
Serial Number: _____		
Manufacturer: _____		
Run Hours: _____	Start Date: _____/_____/_____ Month Day Year	
Grease Type: _____		
		Starter Type: <input type="checkbox"/> Soft Start <input type="checkbox"/> Across the Line <input type="checkbox"/> VFD
Alignment Data Available:	<input type="checkbox"/> Yes, please include with information	<input type="checkbox"/> No
Lubrication Records Available:	<input type="checkbox"/> Yes, please include with information	<input type="checkbox"/> No
Vibration Report:	<input type="checkbox"/> Yes, please include with information	<input type="checkbox"/> No

Describe Motor Symptoms:

4. If the motor falls within the OEM's warranty time frame:

- The motor will need to be taken to a manufacturer approved shop for diagnosis. Vilter can help with locating motor shops that are manufacturer approved in your area. The shop will diagnose the root cause, submit a report to the OEM, and the motor OEM will make the determination of warranty coverage.
- If warranty is approved, the OEM will either have the motor repaired by the motor shop or send a new replacement motor to the site.

Note: Motor warranty is a "pass thru warranty" as stated in Vilter Manufacturing's standard warranty statement which means that the original motor OEM is the provider of the warranty. Vilter does assist with the expediting of the claim but any dispensation of warranty is provided solely by the motor OEM. Motor manufacturer warranty covers only repair or replacement of the motor. It does not cover removal and installation charges, incidental charges associated with the removal and installation process, loss of product or shipping to and from the manufacturer or approved shop. This is standard motor manufacturer warranty policy regardless of brand or application. If the end user requires additional information regarding warranty coverage, the individual motor manufacturer warranty terms can be found on their associated websites.