



**TRIDENT**  
**COMPRESSED AIR LTD.**

**"COMPRESSED AIR SYSTEM SPECIALISTS"**

## LIMITED WARRANTY

### PRE-OWNED / USED EQUIPMENT WARRANTY

TRIDENT COMPRESSED AIR LTD. (herein referred to as Company) warrants that the Pr-Owned / Used equipment sold by it and delivered hereunder will be free of defects in material and workmanship for a period of **90 Days** from the date of invoice, or from the date of shipment, whichever shall first occur.

The Company will repair or replace, at its option, free of charge and F.O.B. its location in Windsor, Ontario, any part or equipment sold or repaired which, during the warranty period described herein and commencing as indicated above. The Purchaser shall be responsible for any freight, travel, sustenance, accommodation and overtime labour expenses, should the Company be required to perform warranty repairs outside of Windsor, Ontario.

The Purchaser shall be obligated to promptly report any failure to conform to this warranty, in writing to the Company within said period, whereupon the Company shall, at its option, correct such nonconformity, by suitable repair to such Part or Equipment or, furnish a replacement part provided the Purchaser has stored, installed, maintained, and operated such Part or Equipment in accordance with good industry practices and has complied with specific recommendations of the Company. Company reserves the right to take possession of or direct Purchaser to return any replaced parts, which shall become Company property. Accessories or equipment furnished by the Company, but manufactured by others, shall carry whatever warranty the manufacturers have conveyed to the Company and which can be passed on to the Purchaser. This warranty shall not apply to any part or component which Purchaser directs Company to use in or add to the Equipment, and which would not otherwise be used or added by the Company. The Company shall not be liable for any repairs, replacements, or adjustments to the Equipment or any costs of labour performed by the Purchaser or others without the Company's prior written approval.

The effects of corrosion, erosion, and normal wear and tear are specifically excluded. Performance warranties are limited to those items specifically stated within the Company's proposal, and the Company's obligation for meeting such performance warranties shall be to correct in the manner and for the period of time provided above.

TRIDENT COMPRESSED AIR shall in no case whatsoever be liable for any loss, cost, expense, injury or damage to person or property, nor for any loss of profits, nor for any loss of use the equipment, nor for any loss of production, nor for any indirect or consequential damage of whatsoever kind or nature, arising directly or indirectly from the operation or non-operation of the equipment.

THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

Correction by the Company of nonconformities whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Company for such nonconformities, with respect to or arising out of such Equipment or Repair.

The Purchaser shall not operate Parts or Equipment which is considered to be defective, and any such use of Parts or Equipment will be at the Purchaser's sole risk and liability.

In addition, without limiting the foregoing, this Warranty does not apply to:

- all shipping and handling charges
- compressor pump/airend using other than recommended compressor pump/airend lubricant;
- damages resulting from transportation, installation, or servicing,
- products, parts, materials, components or accessories manufactured by parties other than the Manufacturer or supplied in connection with the sale of the Manufacturer's Product; and
- the cost of shipping Product to Trident Compressed Air Ltd., the cost of rental or loaner equipment provided to the customer while the Product is being assessed, repaired, or replaced;

All returns must be pre-authorized, returned 'Freight Prepaid'. All decisions made by Trident Compressed Air Ltd with regard to this Warranty shall be final.