

- Devair One Year Limited Pump Warranty -

The manufacturer warrants the product manufactured by it and sold to the original purchaser, when properly installed, operated, applied and maintained in accordance with procedures and recommendations outlined in the manufacturer's instruction manuals, to be free of defects in material and workmanship for a period of one (1) year from date of purchase at the retail level by the end user, not to exceed eighteen (18) months from the date of manufacture, provided such defect is discovered and brought to the manufacturers attention within the aforesaid warranty period.

The manufacturer will repair or replace any product or part determined to be defective by the manufacturer within the warranty period, provided such defect occurred in normal service and not as the result of misapplication, misuse, abuse, neglect, incorrect maintenance, accident, or normal wear. Normal maintenance items requiring routine replacement are not warranted. Please refer to the appropriate literature to determine normal maintenance requirements.

The warranty covers parts and labour for the warranty period. Repair or replacement shall be made at the sole option of the manufacturer. Any service performed on the product by anyone other than the manufacturer must first be authorized by the manufacturer. Unauthorized service voids the warranty and any resulting charge or subsequent claim will not be paid.

Products repaired or replaced under warranty shall be warranted for the unexpired portion of the warranty applying to the original product, based on the original date of purchase and/or date of manufacture, as outlined above.

Exported items (those shipped beyond the continental Canada/US) deemed defective and to be returned to Devair for Warranty consideration are to be forwarded at the Customers expense to a Devair designated location on the continental Canada/US (excluding Alaska, Hawaii, and Puerto Rico).

There is no other expressed warranty. Implied warranties including those of merchantability and fitness for a particular purpose are limited to one (1) year from date of purchase to the extent permitted by law and any and all implied warranties are excluded. This is the exclusive remedy. Liability for consequential damages under any and all warranties are excluded to the extent exclusion is permitted by law.

This warranty gives you specific legal rights, and you may also have other rights within your jurisdiction.

This warranty does not cover:

1. Compressor rings, valves, bearings or other parts that have become inoperative because of ordinary wear, misuse, negligence, accident, or improper and unauthorized repair or alteration.
2. Compressor pumps that have not been properly maintained in accordance with the recommended maintenance and lubrication change procedures and/or that have been subject to inordinate use through being inadequately sized or poorly installed.
3. Compressor pumps using other than the recommended compressor pump lubricant or approved equivalent.
4. Costs occasioned by the removal, replacement, or repair of merchandise (other than by Devair) without previous authorization from Devair.
5. Expenses incurred in travel or lodging beyond a 100 kilometer (60 mile) distance from the nearest Devair Authorized Service Centre.
6. Expenses incurred in the return of equipment for inspection purposes to the manufacturers facility. All returns must be pre-authorized, returned 'Freight Prepaid', and accompanied by a 'Return Authorization (RA) Number'.
7. Products, parts, materials, components, or accessories manufactured by others or supplied in connection with the sale of the manufacturers products.
8. Repair and transportation costs of merchandise determined not to be defective under the terms and conditions of this warranty.
9. The cost of rental or loaner equipment while the customers original equipment is being assessed, repaired, or replaced.
10. Consequential damages in the event of product failure.

All decisions by Devair Inc. with regard to this policy shall be final. Devair will not be responsible for any claimed defective materials returned other than in accordance with this statement of policy or without our prior authorization.



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