

# VRC GAS COMPRESSOR CONTINUOUS DUTY WARRANTY

CONTINUOUS DUTY DEFINITION: The highest load and speed which can be applied, subject to Arrow Engine Company's ratings in effect at time of sale.

## I. ARROW ENGINE COMPANY COMPRESSOR AND COMPRESSOR PARTS WARRANTY POLICY

The goods manufactured by Arrow Engine Company and delivered hereunder will be free of defects in material and workmanship for a period of twelve (12) months from the date the goods are placed in service by the buyer or eighteen (18) months from date of shipment, whichever shall occur first. In addition, the manufacture warrants for a period of thirty six (36) months after delivery the following parts to be free of defects in material and workmanship under normal use and when properly maintained: crankshaft, crankcase casting (structural elements only) and connecting rods. Maintenance or wear items such as Piston Rings, Packing Rings, Wiper Rings, Valve Plates, Valve Springs, Gaskets, O-Rings, etc. are not warrantable. Prototypes or nonstandard Manufacturers configurations are covered under a separate agreement. Damage resulting from improper storage, neglect, extreme environmental conditions, misapplication, service and maintenance inconsistent with the Arrow VRC Gas Compressor Operations and Maintenance Manual or overloading of a compressor is not covered under this warranty policy. For warranty coverage of units test run at a Distributor's facility and not to be field started within one month from the date of testing, the compressor should be re-preserved, according to Arrow Engine's compressor preservation guidelines. For the warranty period, manufacturer shall repair or replace defective material.

## II. EXTENDED WARRANTY

Effective for all Arrow VRC Gas Compressors shipped from Arrow after July 1, 2010, Arrow provides an extended warranty for units that continuously use and maintain 100% Arrow original equipment replacement parts. The extended warranty will be applied as follows:

Arrow warrants for a period of seventy two (72) months after delivery, the following parts to be free from defects in material or workmanship under normal use when properly maintained according to the Arrow VRC Compressor Operations and Maintenance manual: (1) Crankshaft, (2) Crankcase Casting, (3) Connecting Rods, (4) Crossheads, (5) Crosshead Guide Castings.

In addition, Arrow warrants for a period of twenty four (24) months after delivery, the following parts to be free from defects in material or workmanship under normal use in lubricated cylinders when properly maintained according to the Arrow VRC Compressor Operations and Maintenance manual: (1) Cylinder Bodies, (2) Pistons, (3) Piston Rods.

Arrow warrants that all remaining components manufactured or delivered by Arrow will be free of defects in material and workmanship for a period of twelve (12) months from the date the goods are placed in use by the purchaser or eighteen (18) months from date of shipment, whichever occurs first. Labor coverage remains at one year and remains under the terms and conditions of the standard Arrow Compressor Warranty. If at any time parts not manufactured or delivered by Arrow (non-OEM replacement parts) are placed into service on the compressor, the extended warranty will be null and void and the standard limited warranty will apply.

OEM parts and additional information regarding Arrow's limited warranty can be obtained from Arrow Engine Company.

## III. WARRANTY - MANUFACTURED AND NON-MANUFACTURED AFTER-MARKET PARTS AND START-UP

Parts manufactured by Arrow Engine Company are warranted to be free of defects in material and workmanship for twelve (12) months from the date of Shipment. Certain parts on Arrow Engine Company's VRC Compressor are furnished as aftermarket parts from other sources. The warranty on these items is passed through the Distributor, from the other manufacturers.

### A. COMPRESSOR IN USE

A completed "Compressor In Use" form must be completed by the Distributor and in the Manufacturer's possession before a "Warranty Claim" can be processed. "The Compressor In Use" form must be completed by the Distributor and forwarded to the Manufacturer upon shipment of any package with Arrow Engine Company products.

### B. COMPRESSOR START-UP

The Arrow VRC Compressor must be started-up in accordance with the latest version of the Arrow Engine Company VRC Compressor Start-Up Report. The VRC Compressor Start-Up Report must be completed and forwarded to the Manufacturer upon completion of start-up.

### C. DEFERRED START-UPS

Warranty coverage on VRC Compressors not started within twelve (12) months from the factory ship date, see the Manufacturer's "Deferred Start-up Policy".

#### **IV OWNER/DISTRIBUTOR'S RESPONSIBILITIES UNDER THE EXPRESS LIMITED WARRANTY**

Owner shall be responsible for:

- A. The operation and maintenance of the Products within the guidelines established by Arrow Engine Company.
- B. Making the Products available to Arrow Engine Company's authorized contractors or distributors for any warranty repair, during normal business hours.
- C. All additional costs incurred for premium or overtime labor, should owner request that repairs be made on a premium overtime schedule.
- D. All costs incurred as the result of removal or reinstallation of the Products as may be required to effect any warranted repair.
- E. All administrative costs and expenses resulting from a warranted failure.
- F. Any costs of transportation, towing, repair facilities, or associated costs.
- G. Loss of revenue and loss of/or damage to real and/or personal property.
- H. Payment of labor charges is limited to failure on items of the Manufacturer that occurred during packaging and within the first 90 days of start-up. The Manufacturer reserves the right to adjust the labor on warranty claims so that the labor paid will be within the Manufacturer's "Standard Repair Hours Policy" or within a reasonable amount of time to accomplish the task for which the claim is submitted. The initial investigation of a warranty item will be at the expense of the Distributor.
- I. Arrow Engine Company will not be responsible for additional repair time as a result of normal job site location, remote location, non-standard gas, or special equipment, end cost of transporting personal, parts and equipment to and from the package site. Travel time and mileage will be restricted to 150 miles one way from the packager's closest service location to land based site. For ocean or water based compressor sites, please contact Arrow Engine Company for travel policy.

#### **V. INTERNATIONAL WARRANTY**

The Manufacturer's coverage for VRC Compressors shipped outside the United States or Canada is limited to parts only F.O.B. Tulsa, Oklahoma.

#### **VI. LIMITATION OR ARROW ENGINE COMPANY'S OBLIGATIONS**

The obligation of Arrow Engine Company under this express limited warranty shall be waived and voided, and Arrow Engine Company shall not, thereafter, be responsible for:

- A. Any failure resulting from owner or operator abuse or neglect, including but not by way of limitation, any operation, installation, application, or maintenance practice not in accordance with guidelines or specifications established by Arrow Engine Company; or
- B. Any failure resulting from unauthorized modifications or repairs of the Products or;
- C. Any failure resulting from overload, overspeed, overheat, accident, improper storage; or
- D. Failure of owner to promptly provide notice of a claimed defect - all warranty claims must be authorized, documented, and submitted within 30 days of the failure date while under the warranty period; or
- E. Failure of Products for which Arrow Engine Company did not receive properly completed start-up reports; or
- F. Repairs of a covered failure performed with non-genuine Arrow Engine Company parts; or
- G. Repairs of a covered failure performed by non-authorized contractors or distributors; or
- H. Failure to make Products available to Arrow Engine Company or its authorized representatives, or
- I. Failure to supply documents such as drawing and specifications relating to the specific application of the Products.

## **VII. APPLICABILITY AND EXPIRATION**

The warranties set out above are extended to all owners in the original chain of distribution. The warranties and obligations of Arrow Engine Company shall expire and be of no further effect upon the dates of expiration of the applicable warranty periods.

The foregoing sets forth Arrow Engine Company's only obligations and owners' exclusive remedy for breach of warranty, whether such claims are based on breach of contract, tort (including negligence and strict liability), or other theories, and the foregoing is expressly in lieu of other warranties whatsoever expressed, implied, and statutory, including without limitation, the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS.

Notwithstanding the preceding, in no event shall Arrow Engine Company be liable for any direct, special, incidental or consequential damages (whether denominated in contract, tort, strict liability, negligence or other theories) arising out of this Agreement or the use of any Products provided under this Agreement.

Any action arising hereunder or relating hereto, whether based on breach of contract, tort (including negligence and strict liability), or other theories must be commenced within one (1) year after the cause of action accrues or it shall be barred