

firstAIR



**WARRANTY POLICY
& PROCEDURE**

MANUAL



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Introduction

firstAir manufactures a full line of Rotary Screw Air Compressors.

firstAir Compressors are sold and serviced through a network of distributors which are independently owned and authorized sales and service entities appointed by firstAir (hereinafter "Distributor").

This firstAir WARRANTY POLICY AND PROCEDURE MANUAL (hereinafter "Manual") is issued to and applies to Distributors so they are aware of and understand how to interface with firstAir and the end user of firstAir Compressors (hereinafter "Owner") to manage and administer warranty claims.

Awareness and understanding how to interface with firstAir and the Owner will enable the Distributor to provide the Owners of firstAir Compressors with prompt, efficient, and courteous service, and to encourage the continued use and recommendation of firstAir Compressors.

This Manual applies to all Distributors and their personnel who are responsible for the administration of warranty service work. The policies and procedures outlined in this Manual, when followed correctly and in full, will prevent misunderstandings and miscommunications, minimize correspondence between parties, and expedite the resolution of warranty claims.

This Manual will reside on the firstAir website which can be accessed at www.firstaircompressor.com. firstAir reserves the right to revise its warranty policies and procedures at any time without notice. Revisions to this Manual will be made as necessary and will be communicated via email through the firstAir website. Always refer to the firstAir website for the most current and up-to-date information regarding firstAir products and policies.

This Manual and the contents are the property of firstAir and must be surrendered and any and all hard copy or electronic copies destroyed upon request by firstAir.

Questions regarding this manual should be directed to:

firstAir Compressors
1905 Kienlen Avenue Saint Louis, MO 63133
Attention: Warranty & Technical Support Team Phone: 1-877-287-0222

Email: support@firstaircompressor.com

*WPM-20240501
Effective: May 1, 2024
Supersedes: WPM-20210901*



Definition of Warranty

Generally, warranty means a written guarantee, issued to the purchaser of an article by the manufacturer of the article which states that the article will be free from defects for a certain period of time provided that the equipment is installed, operated, and serviced properly in accordance with instructions and guidance provided by the manufacturer. Further, in the event a defect is discovered within a certain period of time, the manufacturer promises to repair or replace the article.

firstAir Standard Manufacturer's Warranty

firstAir issues a written guarantee with each piece of equipment that it sells which states that firstAir warrants against defects on Goods it sells and will repair or replace the Goods as long as the Buyer/Owner of the equipment notifies firstAir within thirty (30) days of the date that a defect is discovered during the applicable warranty period.

The firstAir standard warranty period for firstAir air compressors varies based on the type of equipment sold. To determine the warranty period that applies to a specific type of firstAir compressor, please visit the firstAir website, or reference the Appendix at the end of this manual.

firstAir Extended Warranty

Under certain conditions, including but not limited to, appropriate start up and extended warranty registration in accordance with this Manual, the firstAir equipment will be provided with an extended warranty period. Details of the conditions and extended warranty provisions are discussed in more detail below.

STANDARD AND EXTENDED WARRANTY DOES NOT INCLUDE OR COVER:

1. Any costs to provide free and clear access to the firstAir compressor. In other words, it is the responsibility of the Owner to provide free and clear access to the firstAir compressor so that warranty inspection and work can take place.
2. Any costs to provide a reliable source of compressed air during firstAir compressor down time. In other words, it is the responsibility of the Owner to provide a source of back up compressed air should the firstAir compressor need to be down for any period of time during a warranty repair.
3. Any labor costs associated with the removal or re-installation of the firstAir compressor for warranty repair without the prior written consent of firstAir.
4. Any repairs or alterations and any costs related to repairs or alterations made by others without the prior written consent of firstAir, including but not limited to, labor costs. In other words, if repairs or

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Effective: May 1, 2024
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alterations are attempted without the prior written consent of firstAir, firstAir has no further warranty obligations.

5. Damage or defects in the firstAir compressor caused by or related to accident, neglect, damage during transport, improper installation, abnormal voltage, improper use, improper handling, or improper maintenance.
6. Damage or defects in the firstAir compressor caused by operation in violation of rated operating conditions, internal or otherwise, or failure to store, install, maintain, and/or operate the firstAir Compressor in accordance with firstAir written instructions, operating manuals, service manuals, drawings, and good engineering practice.
7. Normal wear and tear.
8. Defects or damage resulting from the use of parts not authorized by firstAir.
9. The effects of chemical or abrasive action, excessively high and/or low ambient temperatures, or failure to resist the action of excessive temperatures, erosive or corrosive gases or liquids or the deposition of foreign material from such gases or liquids.

Responsibilities of firstAir, the Distributor, and the Owner

firstAir RESPONSIBILITY

The vision of firstAir is to provide air compressor equipment built to a high standard of quality, using quality components and craftsmanship and to:

- Provide industry leading warranty programs, policies, and procedures.
- Review, investigate, and consider warranty claims for the mutual protection of all parties involved in the sale, purchase, use and service of firstAir Compressors.
- Respond to all properly submitted warranty claims and requests within 5 business days of notice of an alleged warranty claim. A properly submitted warranty claim is one that is reported via email to support@firstaircompressor.com and includes a completed Warranty Claim Form and Service History Form.
- Provide a clear explanation as to the reasons for denial of any warranty claim.

DISTRIBUTOR RESPONSIBILITY

In order for firstAir to realize its vision, it is the responsibility of the Distributor to engage with Owners of firstAir equipment to ensure the Owner understands and takes appropriate steps to properly install, operate, maintain and service the firstAir equipment as well as to ensure the Owner understands and takes the appropriate steps to report a warranty claim. Accordingly, the Distributor is responsible to:

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- Become familiar with, and follow the policies and procedures contained in this Manual.
- Complete and submit the Online Start Up & Extended Warranty Registration Form within thirty (30) days of the startup of firstAir equipment. This falls under best practices for the authorized firstAir distributor performing the start up to register the new firstAir equipment.
- Perform warranty service work on all firstAir compressors within a reasonable distance from the Distributor's location, in a timely manner, whether the firstAir compressor was originally sold by the Distributor or not.
- Maintain a detailed log of all preventative maintenance and service performed on the firstAir air compressor, regardless of who performs the work. This documentation will be required when filing an extended warranty claim.
- Communicate the firstAir warranty policies and procedures to the Owner.

Regarding the communication of warranty policies to the Owner, it is expected that:

- Distributor will not imply, infer, or otherwise lead the Owner to believe that they have any warranty coverage other than what is stated in the warranty sold with the firstAir compressor equipment.
- Distributor will not make statements as to whether any specific repair will be covered under the warranty until a claim has been filed in accordance with this manual and approved by firstAir.
- Distributor will inform the Owner that they will be fully responsible for service work performed by the Distributor, should a warranty claim be denied for any reason.

OWNER RESPONSIBILITY

The Owner is responsible to:

- Read and understand the Owner's manual to ensure proper installation, operation, and maintenance of firstAir products.
- Complete and submit the Online Start Up & Extended Warranty Registration Form **within thirty (30) days** of the startup of firstAir equipment.
- Install the firstAir compressor in accordance with the Owner's manual and use industry best practices.
- Operate the firstAir compressor within the design limitations identified in the Owner's Manual shipped with the equipment. Design limitations include duty cycles, ambient temperatures, discharge pressures, application parameters, or any other design limitations not listed.
- Maintain the firstAir compressor per the schedule in the Owner's manual, using only genuine firstAir parts and lubricants. Proof of purchase will be required when filing an extended warranty claim.
- Maintain a detailed log of all preventative maintenance and service performed on the firstAir compressor, regardless of who performs the work. This documentation will be required when filing an extended warranty claim.

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Start-Up / Extended Warranty Registration

The Warranty Registration and Start Up Form validates the Standard Manufacturer's and the Extended Warranty.

The Start Up and Extended Warranty Submittal paper form located in this manual can be manually completed for convenience only. Visit www.firstaircompressor.com to validate extended warranty coverage by submitting the form electronically in its entirety **within 30 days of start-up**. Failure to do so will void all extended warranty.

Rotary Screw Air Compressors – Start-Up/Extended Warranty Registration:

firstAir requires that all Rotary screw air compressors 25 HP and above be started up by an authorized firstAir Distributor. If this is not feasible, written approval for Owner Start-Up must be obtained from firstAir or the warranty will be void all extended warranty.

- Visit www.firstaircompressor.com to validate standard warranty coverage by submitting the form electronically in its entirety within 30 days of start-up. Failure to do so will void all extended warranty.
- A complete and thorough start-up will prevent many issues that may not be covered by warranty.
- Start-Up and extended warranty registration is the responsibility of the Owner. Should the Owner engage the Distributor for rotary start up services, the costs associated are the responsibility of the Owner and should be negotiated by the Distributor with the Owner prior to machine start.
- If the selling Distributor is shipping a firstAir air compressor out of their market area, they should contact a local authorized firstAir distributor to inform them of the Owner. The receiving Distributor should advise of their start-up fee so that can be relayed to the Owner. Distributors should advise of their start-up fee so that can be relayed to the Owner.

Extended Warranty Requirements

In addition to the firstAir Standard Manufacturer's Warranty, firstAir offers an Extended Warranty program.

To qualify for Extended Warranty coverage on any eligible firstAir product, the following requirements must be met:

1. The Online Rotary Start Up and Extended Warranty Registration form at www.firstaircompressor.com must be submitted by an authorized firstAir Distributor service technician, in its entirety and submitted to firstAir within thirty (30) days of compressor start up. ***See Appendix II.***

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2. All firstAir compressors must be maintained per the maintenance schedule (including oil sampling requirements) using only genuine firstAir parts and lubricants for the entire warranty period. See the Owner’s Manual shipped with the air compressor for the maintenance schedule.
3. It is the responsibility of the Owner to keep detailed service records and proof of purchase (invoices) of genuine firstAir parts and lubricants. Service records will be required for extended warranty consideration.
4. The purchase of a two-year warranty kit is required with each new compressor purchase to qualify for the extended warranty coverage.

firstAir Model Number	Two-Year Kit Part Number
FAS3	FSK-FAS3-6-W2Y
FAS4	FSK-FAS3-6-W2Y
FAS6	FSK-FAS3-6-W2Y
FAS7	FSK-FAS7-11-W2Y
FAS11	FSK-FAS7-11-W2Y
FAS15	FSK-FAS15-W2Y
FAS18	FSK-FAS18-22-W2Y
FAS22	FSK-FAS18-22-W2Y
FAS30	FSK-FAS30-37-W2Y
FAS37	FSK-FAS30-37-W2Y

Terms & Conditions and Warranty Coverage Statements

- firstAir Terms and Conditions - [See Appendix IV.](#)
- Standard Manufacturer’s Warranty Coverage Information – [See Appendix I.](#)
- Extended Warranty Coverage Information – [See Appendix I.](#)

Reimbursement - Labor and Mileage

firstAir will reimburse the Distributor for warranty repairs made within the warranty period.

- Reimbursement will be paid for one person’s work performed during normal business hours only, unless requested and approved in writing by firstAir.
- Travel time and mileage will be covered for a distance of up to 200 miles and 5 hours, unless otherwise approved by the firstAir Warranty Department.
- The cost of labor and rental equipment to maintain constant air pressure, uninstall, or reinstall a firstAir air compressor is not covered by the warranty policy.

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Labor and mileage reimbursement rates are as follows:

- Warranty Labor: \$70.00 / hour
- Warranty Mileage: \$.70 / mile (200-mile total limit)

Warranty Claim Procedures

In the event of a warranty occurrence, firstAir's goal is to provide the Owner with prompt, efficient, and courteous service, in an effort to restore the Owner's equipment to running condition with minimal downtime.

- **It is not necessary to call firstAir prior to completing a warranty repair. Simply proceed with the repair and submit your Online warranty claim within thirty (30) days of the completion of the repair.**
- Distributor will not make statements as to whether any specific repair will be covered under the warranty until a claim has been filed in accordance with this manual and approved by firstAir.
- Distributor will inform the Owner that they will be fully responsible for service work performed by the Distributor, should a warranty claim be denied for any reason.
- For extenuating circumstances or complicated warranty occurrences, you can call firstAir to discuss the situation prior to making the warranty service call.
- Prior to making a potential warranty service call, the Distributor should engage with the Owner to determine the nature of the problem. This will minimize multiple trips and help the Distributor determine what parts will be necessary to affect the repair.
- On-site evaluation of potential warranty occurrences is sometimes necessary, but all efforts should be made to eliminate multiple trips.

There is one (1) Online form required for warranty claims:

1. Warranty Claim Form
 - a. Air compressor claims: **Form #WCF-20240501. See Appendix III.**

In addition, the following is required for Extended Warranty Claims:

1. Proof of purchase of Genuine firstAir parts and oil (Proof of purchase of the Extended Warranty Maintenance Kit).

firstAir will only consider warranty claims that are submitted online, within thirty (30) days of the warranty repair. Warranty requests or warranty claims submitted by general email to a specific person, by phone, or by fax, will not be considered.

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Warranty Claim Procedure

1. Complete the **Online** Warranty Claim Form and Service History Form in their entirety. - Via: firstAir website.
2. Submit the Warranty Claim Form, Service History Form, and proof of purchase information via the Online form on the firstAir website **within thirty (30) days of the completion of the repair**.
 - Pictures of the defective part are a highly effective tool for the distributor and the technician to use in the warranty process.
 - Warranty Claim and Service History forms that are not filled out in their entirety or do not provide adequate information for proper evaluation of the claim will delay resolution and may be cause for warranty denial.
3. Once the Online Warranty Claim form is submitted. A copy will be sent to the applicable email address that is given on the form. If this is not received within one business day. Contact a member of the warranty team at 1-877-287-0222.
4. firstAir will respond with a disposition in one of the following ways:
 - a. Warranty Approved (labor and mileage reimbursement may not match the submitted amounts)
 - b. Warranty Denied pending further information
 - c. Warranty Denied
5. If the warranty claim is denied and you wish to appeal, send the Warranty Claim Form acknowledgment and submit to support@firstaircompressor.com and provide the reason for the appeal.
 - Include "Warranty Appeal" in the subject line.

Motor Warranty Procedure

1. For motors 25hp and above:
 - a. Remove the motor and take it to a motor service center. Provide firstAir Compressor with a failure report from the motor service center and a picture of the tag on the motor.
2. For motors 20hp and below:
 - a. Provide firstAir Compressor with a general onsite evaluation and a picture of the tag on the motor. Picture or video evidence of the failure is required.

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3. If the motor can be repaired, please provide firstAir Compressor with a copy of the repair quote. A determination will be made to repair or replace the motor.
4. When filing a firstAir Warranty Claim, send a copy of the failure report or repair invoice from the motor service center to firstAir and a picture of the motor tag in addition to filling out the online warranty claim form.
5. If a replacement motor is purchased from firstAir Compressor or repaired without authorization from firstAir Compressor, the warranty will not be covered.

Parts Warranty and Return Policy

firstAir may require warranty items to be returned for inspection. The Distributor should hold on to all warranty parts until resolution of the claim is reached.

- Replacement parts for a potential warranty claim should be taken from Distributor stock or purchased from firstAir and will be credited upon approval of the warranty claim.
- firstAir will notify the Distributor if warranty parts need to be returned for inspection.
- No material will be accepted by firstAir without reference to a valid SRO (sales return order) number.
- All returned parts should be packaged properly to protect from further damage or deterioration during shipment, failure to do so will result in denial of warranty credit.
- Do not combine parts from separate claims in the same shipment.
- During the Standard Manufacturer's Warranty and Extended period, parts used for warranty repairs will be warranted for the remaining balance of the original equipment warranty.

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Appendix I: Standard & Extended Warranty Chart

	Standard Manufacturer's Warranty	Extended Warranty
	12 Months	Additional 12 Months
Labor	✓	N/A
Travel (up to 200 miles total)	✓	N/A
Air End	✓	✓
Air End Shaft Seal	✓	N/A
Heat Exchanger	✓	✓
Separator Tank	✓	✓
Electric Drive Motor	✓*	✓*
Electronic Controller	✓	✓
Receiver Tank	✓	✓
Inlet Valve	✓	N/A
Min. Pressure Valve	✓	N/A
Thermal Valve	✓	N/A
Electrical Components	✓	N/A
Belts	✓	N/A
Coupling / Insert	✓	N/A
Fan Motor / Fan	✓	N/A
Integrated Dryer	✓	N/A

Extended Warranty provides coverage against defects in material and craftsmanship.

*See Warranty Policy Manual for Motor Warranty Procedure.

Eligible Travel is covered up to 200 miles total or an agreed upon amount with the firstAir Warranty Manager.

Eligible Labor is covered at normal and customary levels or as agreed upon with the firstAir Warranty Manager.

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Appendix II: Rotary Screw Start-Up & Extended Warranty Registration Form

The Start-Up/Extended Warranty submittal paper form located in this manual shall be manually completed for CONVENIENCE ONLY. Visit www.firstaircompressor.com to submit this form electronically. The online Start-Up/ Extended Warranty form must be completed in its entirety within 30 days of completing the Start-Up. The Start-Up Form and the purchase of the extended warranty kit are required. Failure to do so will void all extended warranty.

Distributor Name:	Distributor Phone Number:	
Distributor Email:	Distributor Technician:	
Company (End Username):		
End User Contact:	End User Email:	
Street Address (End User):		Zip Code:
City:	State/Province Location:	
Date of Start Up:	Compressor Serial Number:	
Started by an Authorized firstAir Channel Partner?	Industry Sector:	
Describe the Typical Hours of Operation:	Days Per Week:	Hours Per Day:

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The following checklist does not replace the instructions contained in the firstAir Operator’s Manual. Always refer to the Operator’s Manual for proper procedures, methods, operating specifics, and safety precautions.

Check below that each requirement has been met per the firstAir Operator’s Manual.

- Installation Requirements
- Pre-Start Requirements
- Safety Requirements
- Electrical Connection Requirements
- Safety Requirements
- Start-Up Requirements
- Channel Partner / End-User Review

Rotary <i>(For Single Phase Voltage. Use L1/L2 only)</i>		
Total Hours:	Load Hours:	
Live Voltage (Static): L1/L2:	L2/L3:	L1/L3:
Live Voltage (Max Press): L1/L2:	L2/L3:	L1/L3:
Full Load Amps (Max Press): L1:	L2:	L3:
Unload Amps L1:	L2:	L3:
Control Voltage:		
Pressure Settings Load:	Unload:	
Duty Cycle:	Modulation (Y/N?)	
Duty Cycle:	Modulation (Y/N?)	
Separator DP:	Lubricant Used:	
System Air Receiver Size:	Gallons:	

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Appendix III: Warranty Claim Form

The Warranty Claim submittal paper form located in this manual shall be manually completed for CONVENIENCE ONLY. Visit www.firstaircompressor.com to submit this form electronically. The online Warranty Claim form must be completed in its entirety within **30 days** of completing the warranty service. Failure to do so will void all warranty. This form is to be completed by an Authorized firstAir Channel Partner.

Distributor Name:		Distributor Phone Number:	
Distributor Email:		Distributor Technician:	
Company (End Username):			
End User Email:			
Street Address (End User):			Zip Code:
City:		State/Province Location:	
Date of Start Up:		Compressor Serial Number:	
Date of Warranty Failure		Date of Warranty Completion:	

Rotary			
Total Hours:	Load Hours:	Control Voltage:	
Line Voltage (Static):	L1:	L2:	L3:
Line Voltage (Max Press.):	L1:	L2:	L3:
Full Load Amps (Max Press.):	L1:	L2:	L3:
Unload Amps:	L1:	L2:	L3:
Pressure Settings:	Load:	Unload:	
Duty Cycle:	Modulation (Y/N?):		

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Ambient Temperature (°F):	Air/Oil Temp. at Full Load: (°F):
Separator DP:	Lubricant Used:
System Air Receiver Size:	Gallons:

Complaint:				
Cause (Be Specific):				
Correction:				
Trip 1:	Travel Hours:	Labor Hours:	Mileage:	
Trip 2:	Travel Hours:	Labor Hours:	Mileage:	
*Any additional trips require pre-approval from the firstAir warranty department.				
Components Used:	QTY	Description	Part Number	Cost
Freight Charges:	firstAir Invoice Number for repair components purchased:			

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Appendix IV: Terms and Conditions of Sale Form CTM – 1003M (04/12/18)

1. AGREEMENT: These terms and conditions shall apply to all offers and purchase agreements for GOODS, PARTS, and/or SERVICES where firstAir Compressor, Inc., hereinafter "SELLER", acts as a provider or seller to the customer, hereinafter "BUYER", whose name is identified on the face of BUYER'S purchase order to SELLER or a purchase agreement, hereinafter "AGREEMENT". "GOODS" shall mean new or refurbished equipment, repairs, rebuilds or rerates. "PARTS" shall mean original equipment manufacturer and aftermarket parts. "SERVICES" shall mean services, including, but not limited to, on-site services, installation, technical or advisory services, shop services or training. Except as otherwise stated herein, no other terms and conditions shall be applicable to this AGREEMENT. All other terms and conditions, including those of BUYER or BUYER'S customer, are hereby expressly rejected. If the GOODS, PARTS, or SERVICES require BUYER-supplied information, BUYER shall be solely responsible for the content, accuracy, and effect thereof on SELLER supplied GOODS, PARTS or SERVICES.

2. PRICE AND TERMS OF PAYMENT: The price shall be as set forth on the SELLER'S invoice. Payment terms are net thirty (30) days from the date of SELLER'S invoice and progress payments will be required for orders valued in excess of US\$75,000.00, unless otherwise stated in SELLER'S quotation or SELLER'S acknowledgment. Installation of GOODS or PARTS is not included in the price and is the sole responsibility of BUYER unless otherwise specified by BUYER and agreed to in writing by SELLER. Delays caused by the BUYER or the failure of BUYER'S customer to pay BUYER shall not excuse non-payment. The price does not include any taxes. SELLER may suspend its performance hereunder if BUYER fails to make timely payment(s) of SELLER'S invoice(s). Any costs associated with such suspension(s) shall be for BUYER'S account. Acceptance of payment shall not waive or limit any right or remedy of SELLER. Acceptance of specially endorsed checks of any kind shall not waive or limit any right or remedy of SELLER. In the event BUYER fails to pay an amount when due, (i) BUYER shall be liable for expenses, including reasonable attorneys' fees, associated with collections, and (ii) such amount(s) shall be subject to interest at the rate of 1.5% per month for each month or pro-rated portion thereof during which such amount is overdue or the maximum lawful rate allowable under applicable law, whichever is less, until such amount is received by SELLER.

3. DELIVERY: SELLER shall not be held responsible for any loss or damage arising from fire, strikes or labor troubles, governmental intervention, weather, acts of God or nature, raw materials shortages, suspension due to lack of timely payment from BUYER to SELLER or any other act or force beyond the control of SELLER. Any dates that refer to the completion of manufacture and DELIVERY of GOODS or PARTS or completion of SERVICES are SELLER'S best estimate thereof and are subject to change. "DELIVERY" shall mean EX-WORKS point of manufacture (Incoterms 2010). Title, risk of loss and responsibility for loss or damage to GOODS or PARTS shall pass to BUYER upon DELIVERY. SELLER shall retain a security interest in the GOODS or PARTS until SELLER receives payment in full. SELLER shall have the right to make partial DELIVERY of GOODS or PARTS and invoice accordingly. All costs associated with any delay caused in whole or in part by BUYER shall be for BUYER'S account.

4. WARRANTY: GOODS: SELLER warrants against defects on all GOODS in accordance with SELLER'S Warranty Policies and Procedures available on the firstAir website. **PARTS:** SELLER warrants against defects on all PARTS in accordance with SELLER'S Warranty Policies and Procedures available on the firstAir website **SERVICES:** SELLER warrants against defects in workmanship on all SERVICES performed by SELLER for a period of ninety (90) days from the date of completion of such SERVICES. SELLER'S obligation to repair or replace any defective GOODS or PARTS or re-perform any defective SERVICES during the warranty period shall be BUYER'S sole and exclusive remedy and SELLER'S sole liability arising under this warranty or any warranty claim made by BUYER. In order to be entitled to the foregoing warranties, BUYER must notify

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SELLER in writing of defects within thirty (30) days of the date of discovery of same during the applicable warranty period. **EXCEPT AS MAY BE OTHERWISE EXPRESSLY SET FORTH IN WRITING HEREIN, THIS WARRANTY IS PROVIDED IN LIEU OF, AND SELLER EXPRESSLY EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR ANY EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE.** BUYER shall bear any and all costs of providing free and clear access to the GOODS and PARTS (including removal and replacement of systems and structures), de-installation, re-installation and transportation of GOODS and PARTS to SELLER and back to BUYER.

No allowance will be made for repairs or alterations made by others without the SELLER'S prior written consent. If repairs or alterations are attempted without SELLER'S prior written consent, this warranty shall be null and void. SELLER assumes no responsibility for damages caused by accident, neglect, damage during transport, improper installation, use, handling, or maintenance, including installation by unauthorized third parties, or by operation in violation of rated operating conditions, internal or otherwise, or normal wear and tear or defects or damages resulting from the use of parts not authorized by the original equipment manufacturer or from BUYER'S failure to store, install, maintain, and/or operate the GOODS or PARTS in accordance with SELLER'S operating manuals, service manuals, instructions, drawings, and good engineering practice. None of the GOODS or PARTS furnished by SELLER shall be deemed defective by reason of chemical or abrasive action, excessive heat, or failure to resist the action of excessive heat, erosive or corrosive gases or liquids or the deposition of foreign material from such gases or liquids. SELLER'S receipt of payment in full of all sums due to SELLER shall be a condition precedent to SELLER'S warranty obligations, and the making of any warranty claim by BUYER shall not excuse BUYER'S obligation to make timely payment of all sums due to SELLER. No repair, replacement or re-performance by SELLER shall extend the applicable warranty period.

5. CANCELLATION: This AGREEMENT may be canceled by BUYER only upon the prior written consent of SELLER and upon payment by BUYER and receipt by SELLER of cancellation charges which shall be calculated in accordance with SELLER's cancellation curve Form CT - 1007.

6. RETURNED MATERIALS: Return of GOODS or PARTS shall require prior written approval of SELLER. GOODS or PARTS built to specifications supplied by BUYER will not be accepted for return. Any costs incurred by the SELLER to put the GOODS or PARTS in first class condition, either for resale or reuse, will be paid for by BUYER. GOODS or PARTS accepted for return are subject to a restocking charge of twenty-five percent (25%) of the billing invoice, plus all transportation charges. All such returns shall be in accordance with procedures reasonably established by SELLER, and such procedures shall be available upon request.

7. PATENTS: SELLER shall indemnify BUYER against liability and damages for claims based solely on infringement of any United States Letters Patent arising out of SELLER'S manufacture or BUYER'S use of any GOODS or PARTS of SELLER'S manufacture, provided however, BUYER must promptly notify SELLER of any such claim and BUYER shall give SELLER ample opportunity to defend itself against such claim and provide SELLER reasonable cooperation with respect to any such claim. SELLER shall not be obligated for infringement when it results from GOODS or PARTS manufactured by parties other than SELLER and/or parts of special design, construction, or manufacture specified by BUYER, or a particular process or system specified by BUYER, or from the equipment of others which have been specified by BUYER or when an infringement arises from the use of the GOODS or PARTS in combination with equipment outside of SELLER'S scope of supply.

8. LIMITATION OF LIABILITY: Notwithstanding any provision in this AGREEMENT or elsewhere to the contrary: (a) SELLER'S maximum liability arising at any time from any cause whatsoever, whether in contract, tort (including negligence and/or gross negligence), strict liability or otherwise, shall not exceed the contract price of the GOODS, PARTS or SERVICE at issue and; (b) SELLER shall not be liable, in contract, tort (including negligence and/or gross negligence), strict liability or otherwise, for any special, incidental, indirect or consequential loss or damage of any nature, arising at any time, from any

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cause whatsoever, including lost usage, financing, revenue or profit, and all claims therefore are hereby expressly waived by BUYER.

9. LAWS: SELLER warrants that the GOODS, PARTS, and SERVICES furnished hereunder shall meet only those requirements (including any applicable taxes, surcharges or other levies) of any governmental regulatory authority that have been specified by BUYER in writing to SELLER and where SELLER has accepted same in writing. This AGREEMENT shall be governed by the laws of the State of Missouri, without regard to its principles on conflicts of laws. BUYER hereby agrees to subject itself to and consents to the jurisdiction and venue of either the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, Eastern Division, and BUYER agrees that such venue shall be the exclusive forum regarding disputes arising out of this AGREEMENT. If jurisdiction cannot be obtained in either the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, Eastern Division, then all controversies, disputes or claims arising out of or relating to this AGREEMENT or the performance, enforcement, breach, termination or validity thereof, including the determination of the scope of the AGREEMENT to arbitrate, shall finally be resolved by arbitration in St. Louis, Missouri, conducted in the English language by three neutral arbitrators, in accordance with the rules of the American Arbitration Association. Any arbitration decision shall be final and non-appealable. The basis for the arbitrators' decision shall be based solely on this AGREEMENT and any documents incorporated thereby. Otherwise, the laws of the SELLER'S jurisdiction shall be applied. BUYER agrees to be joined in any arbitration or other legal or dispute resolution proceeding involving any third party, and which relates in any manner to this AGREEMENT, or the GOODS, PARTS or SERVICES supplied by the SELLER pursuant to this AGREEMENT. BUYER and SELLER expressly agree and acknowledge that the United Nations Convention for the International Sale of Goods shall not apply to this AGREEMENT.

10. CONFIDENTIAL & PROPRIETARY INFORMATION: Any information which is designated "Confidential" or "Proprietary" by SELLER and is disclosed by SELLER to BUYER is disclosed in confidence and the BUYER shall not publish or otherwise disclose such information to others without the express written consent of SELLER. SELLER further hereby specifically designates, and BUYER acknowledges, that all information contained in any materials supplied pursuant to this AGREEMENT, including but not limited to, operating manuals, service manuals, instructions and drawings is also proprietary, despite any lack of markings indicating same. Such information is supplied by SELLER to BUYER for the sole and exclusive use of the BUYER and BUYER shall not furnish, reveal, or impart this information to any third party for any reason whatsoever without the express written consent of an authorized representative of the SELLER. Nothing herein shall limit the BUYER'S right to disclose any information provided by the SELLER hereunder which (i) was furnished by the SELLER prior to this AGREEMENT without restrictions; or (ii) legitimately becomes knowledge available within the public domain; or (iii) is received by BUYER from a third party without restriction and without breach of this or any other agreement.

11. INDEMNIFICATION: To the fullest extent not prohibited by law, BUYER indemnifies and agrees to defend and hold harmless SELLER and SELLER'S officers, directors, agents, employees and insurers from and against all claims, damages, liquidated damages, losses, expenses, and claims relating to indemnification and/or liability contractually assumed by SELLER, including but not limited to the fees of attorneys, consultants or experts, arising out of or resulting from, or allegedly arising out of or allegedly resulting from, the purchase or use of the GOODS or PARTS or the performance of the SERVICES, including without limitation all claims, damages, losses or expenses attributable to delays, breach of this AGREEMENT, bodily injury, sickness, disease, death, or injury to or destruction of tangible property, including loss of use resulting therefrom, caused or alleged to be caused by the negligence, gross negligence, acts, errors, omissions, breach of contract, or willful misconduct of BUYER or anyone directly or indirectly employed by BUYER or anyone for whose acts BUYER may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. In claims against any person or entity indemnified hereunder by an employee of BUYER, or anyone directly or indirectly employed by BUYER, or anyone for whose acts BUYER may be liable, the indemnification obligations of BUYER under this AGREEMENT shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or

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for BUYER under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

12. UNLAWFUL CONDUCT: BUYER warrants and covenants that it will not violate any applicable law or regulation of any country or political subdivision thereof, including the U.S. Foreign Corrupt Practices Act, in performing or purporting to perform any act arising out of or in connection with this AGREEMENT. BUYER warrants that it is purchasing GOODS and PARTS for its own use and that there will be no diversion of any shipment or any reshipment to any country, nation or political subdivision that is contrary to any law of the United States of America. Pursuant thereto, BUYER agrees to maintain such records as are required by such applicable laws and regulations and to provide all written assurances required by SELLER in connection therewith. Further, any such unlawful conduct shall constitute grounds for SELLER to immediately terminate this AGREEMENT for cause..

13. ADDITIONAL TERMS: All price quotations made by SELLER to BUYER shall remain valid for thirty (30) days unless otherwise specified by SELLER in writing. In the event of a conflict between the terms of this AGREEMENT and any incorporated terms, the terms of this AGREEMENT shall prevail. SELLER reserves the right to file a mechanic's or other lien in the case of BUYER'S failure to pay for GOODS, PARTS, or SERVICES. Neither this AGREEMENT nor any right, responsibility or obligation of BUYER hereunder may be assigned by BUYER without the prior written consent of an authorized representative of SELLER. SELLER will use reasonable efforts to permit BUYER inspection and expediting. Arrangements for same must be approved in advance by SELLER and arranged by BUYER at least thirty (30) days in advance. All BUYER-incurred costs relating to inspection and/or expediting shall be for BUYER'S account. SELLER reserves the right to source material from anywhere in the world. BUYER warrants that no part of the GOODS or PARTS shall be utilized in any type of nuclear use, plant, and operation or otherwise, unless expressly acknowledged by SELLER in SELLER'S final proposal.

14. GENERAL PROVISIONS / ENTIRE AGREEMENT: Except as otherwise provided herein, these terms and conditions and the face of BUYER'S purchase order to SELLER (and if the Agreement is for SERVICES, SELLER'S applicable Labor Rate Sheet) shall constitute the entire agreement between BUYER and SELLER and can only be modified by a writing signed by duly authorized representatives of both BUYER and SELLER. Should any part of the AGREEMENT be deemed invalid by a court of law that shall not constitute an invalidation of any other part of the AGREEMENT. Section headings are for purposes of guidance only and are not to be considered a part of the AGREEMENT. The SELLER'S acceptance of BUYER'S purchase order is expressly made conditional on BUYER'S assent to these terms and conditions and the rejection of any other terms and conditions. Acceptance by BUYER of GOODS, PARTS, or SERVICES shall constitute unequivocal acceptance of these terms and conditions. Past practice, industry standards or practices or previous course of dealing or trade shall not supersede or replace these terms or conditions. Failure of SELLER to affect any available right or remedy shall not operate as a waiver of same. BUYER acknowledges the import of these terms and conditions and understands the contractual obligations created.

*WPM-20240501
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