

Limited Warranty

The following serves to define the Kellogg-American Limited Warranty policy effective January 27, 2014.

Kellogg-American warrants its Products to be free from defects in materials and workmanship when installed and maintained consistent with Kellogg-American's specifications.

Unless otherwise specified below, each Product is warranted for a period of 12 months from the date of retail delivery or 18 months from the date of shipment from Kellogg-American's facility, whichever shall first occur. All replacement or spare parts supplied by Kellogg-American are warranted for a period of 3 months from the date of shipment from Kellogg-American's Facility.

Should any part of a Kellogg-American Product be found, under normal use and service, during the warranty period, to be defective, Kellogg-American shall repair or replace, at its sole option, said part FOB Kellogg-American's facility, Houston, Texas, provided the defective part, in whole, is returned to Kellogg-American's facility, charges prepaid, accompanied by a Return Goods Authorization Number ("RGA") and defect report detailing the claimed defect, and provided inspection of the original Product establishes the claimed defect to the satisfaction of Kellogg-American.

In the event a warranty claim is denied, a Kellogg-American Customer Service representative shall contact the customer and advise of the cost to repair the Product not covered under warranty. If the customer requests the Product be repaired, the repaired Product shall carry a Manufacturer's Remanufactured Warranty of 6 months from the date of remanufacture.

Warranty Disclaimer and Limitations of Liability

Kellogg-American makes no other warranties. No warranty of merchantability or fitness for a particular purpose is implied.

While we provide application assistance personally, through our literature and the Kellogg-American web site, it is up to the customer to determine the suitability of the product selected for use in the application. Specifications may change without notice. The information we supply is believed to be as reliable as of this printing. However, we assume no responsibility for its use.

Kellogg Compressor's liability under this warranty is limited to the conditions stated herein. Kellogg-American SHALL NOT IN ANY EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGE including, but not limited to expenses, attorney fees, loss of income or profits due to delay or defective material or workmanship and no allowance will be made for repairs, replacements, transportation or freight charges, or alterations UNLESS authorized in writing by Kellogg-American. Kellogg-American's warranty is subject to change without notice.

This warranty shall not apply to any Product upon which repairs or alterations have been made, improper lubrication, including type and frequency, excessive loading, improper application or for misused, neglected or incorrectly installed Product. This warranty shall not apply in the event proper lubrication and service is not maintained. A certified electrician's signature and contact information must be provided from original instillation.

Kellogg-American Product Warranty is void and Kellogg-American will not be responsible nor liable for the following:

- Cases of abuse, incorrect application, incorrect installation, lack of proper service, abnormal conditions of use, improper storage and neglect or misuse of Product.
- Equipment conditions caused by wear and tear, accident, improper storage or damages resulting during shipment.

- Labor charges, loss or damage resulting from improper orientation, maintenance or repairs made by persons other than Kellogg-American of Kellogg-American's authorized service centers.

This warranty shall not apply to the Product in the event they have been subjected to excess heat, paint, solvents or other chemicals. Any Kellogg-American Product that remains unused for a period of 6 consecutive months during the warranty period shall not be warranted. The warranty for bearings shall be limited to the warranty provided by the bearing manufacturer. No Product will be eligible for warranty if rust or corrosion has started on internal surfaces.

Reciprocating Compressor Packages

Kellogg-American Reciprocating Compressor Packages, including the Industrial Series, Commercial Series, Truck Mount Series, Portable Gasoline Series, and Portable Electric Series must be repaired at either the closest service center to the compressor or the Kellogg-American Facility, Houston, TX, with the purchaser being responsible for any travel and freight expense to and from the authorized service center.

All Kellogg-American Pump lubrication must be flushed and refilled after the first 50 hours of service. Actual fluid change interval thereafter is to be determined by fluid sampling report, not to exceed maximum fluid change interval. Fluid sampling must be taken every 2,000 hours or as directed by the analysis report.

Kellogg-American Product customers must keep copies of all maintenance records, parts purchases, and sampling reports for warranty claim consideration and should be submitted to the Kellogg Compressor customer service department.

Notice of an alleged defect on a Kellogg-American Product must be given in writing with all identifying details, including serial number, model number, series type, and date of purchase, within thirty (30) days of the discovery of the same during warranty period.

Before any warranty service is performed purchaser must contact Kellogg-American for approval and RGA number.

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If any provision of this warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction and the remainder of the warranty shall not be affected thereby. Legal proceedings arising out of the terms of Kellogg-American's warranty must be commenced within one (1) year of the accrual of the cause of action or be forever barred.