

BOGE America Warranty Policy

Updated 10/25/2022

Standard Equipment Warranty

BOGE America, Inc. warrants that the BOGE compressor delivered with this Certificate shall be free from material defects in workmanship and materials for a period of 12 months from the date of installation or 18 months from the date of invoice to the distributor if sold by an authorized BOGE distributor, whichever occurs first, or 12 months from the date of invoice to the purchaser if sold directly by BOGE America, Inc. Any use of refurbished replacement parts (other than rebuilt air ends) furnished by BOGE America, Inc. are warranted for 6 months from the date of installation. BOGE new or rebuilt air ends are warranted for 12 months from the date of purchase from BOGE. BOGE spare parts are warranted for 90 days from the date of purchase from BOGE.

A purchaser may request and obtain an extended 5-year warranty on the **Air End, Motor, Cooler, Separator Tank, Minimum Pressure Valve Housing, Frequency Inverter and Built-in Controller**, or 10-year Air end Warranty (S-4 Machines), by completing the registration via online commissioning protocol no later than 30 days after commissioning. The extended warranty will be granted if the purchaser maintains the equipment according to BOGE operating and service instructions, and can prove the service was provided by a BOGE certified technician working for an authorized BOGE Distributor, using only genuine BOGE parts and appropriate BOGE lubricants. Purchaser must also participate in the oil sampling and monitoring program offered by BOGE, and keep proper records of compliance with the designated service schedule. Any claim may be rejected if the machine isn't running under generally recognized codes of practice and BOGE recommendations are not followed.

Any claim for warranty-covered components must be made in writing to BOGE America, Inc. promptly after discovery of the defect and within the applicable warranty period, and the component must be returned by the purchaser, at purchaser's expense to BOGE America, Inc. along with a completed BOGE warranty claim form. All BOGE warranties are subject to compliance with BOGE's warranty claim procedures. If BOGE determines upon examination that the component is defective and that the conditions of this warranty are met, including that the purchase price has been paid, BOGE America, Inc.'s sole obligation under this warranty and the purchaser's sole and exclusive remedy is the repair or replacement, of the defective component, at BOGE's option, free of charge for parts and labor. If the component is not defective or not under warranty, or warranty procedures are not complied with, BOGE shall be under no obligation to repair or replace the component, and the purchaser will be invoiced and shall pay for all return shipping charges.

Air end shaft seals and other seals, air/oil separators, belts, nozzles, hoses, gaskets, rubber parts, piston rings, electric wiring, fuses, electric bulbs, filters, Safety relief valves, and other expendable and wear and tear parts, lubricants, oil, and other consumables are not warranted. Notwithstanding anything contained herein, this warranty shall not cover any defect in otherwise covered equipment resulting directly or indirectly from: damage in transit, disaster or other force majeure, accident, abuse, misuse, misapplication,

negligence, vandalism, improper handling, installation, testing, modifications, adjustments, repairs, or alterations made by unauthorized persons, rust and other deposits, and corrosion, erosion, and deterioration due to chemical, atmospheric or similar conditions, scratched paint or polished surfaces, failure to properly maintain or operate in accordance with manufacturer's instructions and procedures, recommended conditions and accepted industry practices, failure to use proper materials and BOGE approved consumables, external sources, or normal wear and tear. Purchaser's costs relating to any service, adjustment, removal, repair, packing, or otherwise incurred with respect to the defect prior to submission for warranty are the responsibility of purchaser and are not included in this warranty.

This warranty is made to the original purchaser of the compressor (not including the distributor) and is not transferable. No distributor, dealer, sales person or other person is authorized to make any warranty statements on behalf of BOGE regarding BOGE products other than as set forth in this Certificate. This warranty statement supersedes any quote, brochure, or other document with respect to warranty of the covered products. Any action or suit by purchaser against BOGE relating to the equipment covered by this warranty must be brought within one (1) year of the respective dates referenced in the first paragraph of this Certificate. Under no circumstances will the aggregate liability of BOGE for any cause of action related to the equipment covered hereby exceed the net purchase price received by BOGE for such equipment.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, BOGE AMERICA, INC. MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BOGE AMERICA, INC. BE OBLIGATED OR LIABLE TO PURCHASER OR ANY OTHER PERSON, IN TORT OR CONTRACT OR OTHERWISE, BASED UPON NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONTRIBUTORY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUES, ANTICIPATED SAVINGS, GOODWILL, FACILITY OR PRODUCTION DOWNTIME, LOSS OR DAMAGE OF MATERIALS, INJURY TO PERSON OR PROPERTY OR DEATH, OR OTHERWISE, WHETHER OR NOT BOGE HAD KNOWLEDGE OF PURCHASER'S PARTICULAR REQUIREMENTS OR NEEDS.

Standard (Basic) Machine Warranty Overview

Applicable to all complete machines

- 12 Months from Installation or 18 months from invoice, whichever comes first
- Labor, travel, and parts are included (excluding overtime rates)
- Wearing parts are not included
- Disassembly of the air end will void the factory warranty
- Loss of fluids and separator or filter elements are not included

- Air end shaft seals and inlet valves are not covered under the standard warranty
- Deletion of the fault log will void the warranty
- Freight charges are not covered under warranty
- Damage from using parts other than genuine BOGE replacement parts
- Improper application and installation of the equipment will void the warranty
- Warranty time is reimbursed according to BOGE Warranty Allowance Schedule

All underlined A list parts will require a PO to be sent Before Warranty Review

Two Year Extended Machine Warranty Overview

Applicable to all piston machines

- The basic warranty may be extended to 2 years from installation
- Motor, cooler, and pump (excluding internal wearing parts) are included in the 2nd year for piston compressors
- Labor, travel, and parts are included for above mentioned parts.
- Wearing parts are not included
- To be granted this warranty, the end user must comply with the following:

☞ The conditions for the basic warranty must be met

☞ The machine must be commissioned by a BOGE-Certified Technician in the employ of a BOGE America Distributor, and the commissioning report must be submitted to BOGE America within 30 days.

☞ Participation in the BOGE Oil Analysis Program and the use of applicable BOGE lubricants (Oil free Pistons K-series and PO series excluded)

☞ Maintenance in compliance with the relevant machine Operations Manual

☞ Use of genuine BOGE spare parts and service components is required

All underlined A list parts will require a PO to be sent Before Warranty Review

Best *Cair* Five Year Extended Machine Warranty Overview

Applicable only to oil-flooded rotary screw compressors

- The basic warranty may be extended to 5 years from installation
- Air end, main motor, coolers, separator tank, minimum pressure valve housing, variable frequency drive (if applicable), basic frame, fan motor and built-in controller (A Parts) are included in years 2-5.
- All other parts which are not mentioned above are not included.
- Labor, travel, and parts are included related to A parts only
- Labor and travel related to other parts than mentioned above are not included.
- To be granted this warranty, the end user must comply with the following:
 - ☞ The machine must be commissioned by a BOGE-Certified Technician in the employ of a BOGE America Distributor, and the commissioning report must be submitted to BOGE America within 30 days.
 - ☞ The machine must be registered in the BOGE Extended Warranty Program within 30 days of commissioning, by completing the Extended Warranty registration via online commissioning report.
 - ☞ Participation in the BOGE Oil Analysis Program (sample twice annually). Appropriate action is to be taken by the customer/ distributor when an oil sample displays an adverse finding as continued use of degraded lubricant will void the warranty.
 - ☞ Use of only BOGE-Genuine Parts and applicable Lubricants, with maintenance and purchase records available on request – Currently BOGE SB 3000 & S 9000 (Food grade 4000 on request in writing)
 - ☞ Maintenance must be performed in accordance with the recommended maintenance intervals and protocols shown in the Operations Manual, with maintenance records available upon request. Lubricants must be changed at the recommended time frame unless the oil sample indicates an earlier change is required.
 - ☞ All maintenance work must be performed by a BOGE-Certified technician in the employ of a BOGE America Distributor, with maintenance records available on request. Service records and invoices are to be saved by the distributor to validate warranty claims upon request as proof of compliance
 - ☞ The compressor must be installed and operated within the parameters laid down in the Operations Manual and recommended BOGE guidelines. This excludes stationary rental compressors which do not qualify for best *cair*
 - ☞ The bearings of the electric motors must be serviced according to the type plate or operating instructions associated with the installed motors. Automatic lubrication devices (if

installed) must be operated according to the operating instructions and checked for the correct function during each scheduled maintenance call and at least once every six months.

All underlined A list parts will require a PO to be sent Before Warranty Review

10 Year Extended Air End Warranty Overview

Applicable only to S-4 oil-flooded rotary screw compressors

- The basic warranty may be extended to 10 years from installation
- For the Air end, Only
- Labor and travel related to other parts than mentioned above are not included within the additional 10 years.
- To be granted this warranty, the end user must comply with the following:
 - ⌘ The machine must be commissioned by a BOGE-Certified Technician in the employ of a BOGE America Distributor and the commissioning report must be submitted to BOGE America within 30 days.
 - ⌘ The machine must be registered in the BOGE Extended Warranty Program within 30 days of Commissioning, by completing the Extended Warranty registration via online commissioning report. The Machine must be operated below 10 Bar.
 - ⌘ Participation in the BOGE Oil Analysis Program (sample twice annually). Appropriate action is to be taken by the customer/ distributor when an oil sample displays an adverse finding as continued use of degraded lubricant will void the warranty.
 - ⌘ Use of only BOGE-Genuine Parts and applicable Lubricants, with maintenance and purchase records Available on request – BOGE S 9000 is only to be used for this warranty.
 - ⌘ Maintenance must be performed in accordance with the recommended maintenance intervals and Protocols shown in the Operations Manual, with maintenance records available upon request. Lubricants must be changed at the recommended time frame unless the oil sample indicates an earlier change is required.
 - ⌘ All maintenance work must be performed by a BOGE-Certified technician in the employ of a BOGE America Distributor, with maintenance records available on request. Service records and invoices are to be saved by the distributor to validate warranty claims upon request as proof of compliance
 - ⌘ The compressor must be installed and operated within the parameters laid down in the Operating Manual and recommended BOGE guidelines. This excludes stationary rental compressors which do not qualify for best-*cair*

⌘ The bearings of the electric motors must be serviced according to the type plate or operating instructions associated with the installed motors. Automatic lubrication devices (if installed) must be operated according to the operating instructions and checked for the correct function during each scheduled maintenance call and at least once every six months.

All underlined A list parts will require a PO to be sent Before Warranty Review

Electric Motors

Defective motors or inverter drives must be sent to BOGE America or an authorized repair center for evaluation **only** with prior approval from BOGE America. If the cause of the failure is covered under warranty BOGE America will pay for the repair or replacement of the parts whichever is deemed appropriate by BOGE America. Examples of unwarrantable failures would include: single phasing, low voltage, unbalanced current, high ambient conditions, improper application, inadequate greasing, over voltage, reprogramming and abuse.

Parts Warranty

- External networking controllers: 12 months from the date of purchase
- Spare parts: 90 days from the date of purchase
- Replacement air ends: 12 months from the date of purchase
- No warranty on wearing parts

Warranty Claim Procedure and Policy:

The sequence of events for a warranty claim is as follows:

1. Discover a potential warranty fault. This may occur during normal servicing, or the customer may call the distributor or BOGE to report a fault.

2. Contact BOGE America. Once a potential warranty fault is discovered, the distributor must first contact BOGE America to check the warranty status of the machine, especially in the case of a claim against a 5-year Extended Warranty Or 10-year Air End Warranty. If the machine is still within the warranty period, and the end user is in compliance with all warranty terms, then BOGE America will discuss the fault with the distributor, and determine if it is a potentially legitimate warranty problem. Once the likelihood of a warrantable failure has been established, BOGE will approve a scope of work and parts list, issue a claim number, and initiate parts shipments. Verbal communication is sufficient for this step; the best point of contact at BOGE is the Service Manager, or an inside sales representative as a backup. Any warranty claims submitted for work that was not previously approved by BOGE America will not be approved. BOGE America understands that warranty emergencies may arise after hours, or in locations

where communication with BOGE America is not feasible. For this purpose, BOGE maintains an after-hours support line that connects to the Service Manager. In the event that communication is not possible, the distributor must contact BOGE America as soon as possible. These claims will be evaluated and approved at the sole discretion of BOGE America.

3. Complete Work. When the parts are available, the distributor will perform the required warranty work. All Warranty work must be performed by a BOGE Certified Technician. Any work outside the previously approved scope must be discussed with BOGE America. Reimbursable labor hours will generally be determined based on the Timeframe for Warranty Work established by our Technical Department which is updated from time to time to account for new product additions though additional diagnostic time may be approved at the discretion of BOGE America. Unless otherwise approved by BOGE America, travel will be reimbursable up to a maximum of 200 miles and 2 hours one-way.

4. Travel. BOGE America will accept only one trip per issue. If the following parts have to be changed, BOGE America will accept a second trip: Air end, pump unit, motor, fan motor and cooler, minimum pressure valve housing, separator tank, frequency inverter.

5. Fill out a my-BOGE Warranty Claim and Return Parts to BOGE America. Within 30 days of the warranty work date, the distributor must file a warranty claim on the my-BOGE website, and return any parts to BOGE America at the distributor's expense. The my-BOGE claim form can be accessed by clicking the "Warranty Claim" link on the my-BOGE home page. All returned parts must be marked with a warranty claim number. In some cases, BOGE America may determine that it is not necessary to return the failed parts. It has to be done via e-mail or in writing. Filling out the my-BOGE claim and returning parts does not guarantee approval by BOGE America. BOGE America reserves the right to deny any claims that are not filed within 30 days after initial contact, regardless of the merits of the claim. The distributor will be invoiced for any parts not returned after 30 days, unless BOGE America determines that the parts need not be returned.

6. BOGE Reimburses the Distributor. If the warranty claim is found to be legitimate, and the parts are returned within 30 days, then BOGE America will reimburse the distributor. The amount of reimbursement is determined by factors previously noted in this policy document, and is solely at the discretion of BOGE America.

Summary of Important Points:

- All warranty work must be pre-approved by BOGE America, though exceptions may be made for Emergency after-hours service.
- All warranty work must be completed by BOGE Certified Technicians.
- Warranty labor hours are reimbursable in accordance with the Timeframe for Warranty Work issued by BOGE, though additional diagnostic time may be approved.

- Reimbursable travel for warranty work is capped at 200 miles and 2 hours. BOGE America accepts one trip per claim. (Exceptions see above) Additional time may be approved at the discretion of BOGE America.
- Warranty claims must be filed on the My-BOGE website. All fields are to be completed. No other claim Method is acceptable.
- Claims must be filed and parts must be returned prepaid (unless otherwise indicated) within 30 days of Initial contact.
- For extended warranties two oil samples per year are required
- Lubricants are to be changed based on the findings of the oil sample report or latest at the published life of the lubricant whichever comes first. Lubricants should be changed once they have attained their Published service life irrespective of the oil sample report.

Summary of Warranty Procedure:

- Discover the fault, and Contact BOGE America.
- Fill out the warranty request form and send it in to BOGE America, Along with Service file, Parameter file and Photo or Video.
- Receive the parts and complete work.
- Fill out claim on My-BOGE, tag and return necessary parts within 30 date of shipment of parts. The distributor will be invoiced for any parts not returned after 30 days.