

## WARRANTY

BOSS Industries, Inc. warrants that this Generator unit conforms to applicable drawings and specifications approved in writing by BOSS. The unit assembly will be free from defects in material and workmanship for a period of one (1) years from the date of initial operation or eighteen (18) months from the date of shipment, whichever period first expires. All other components and parts of BOSS manufacture, will be free from defects in material and workmanship for a period of one (1) year from the date of initial operation or eighteen (18) months from the date of shipment, whichever period first expires. If within such period BOSS receives from the Buyer written notice of and alleged defect in or nonconformance of the unit, all other components and parts of BOSS manufacture and if in the judgment of BOSS these items do not conform or are found to be defective in material of workmanship, BOSS will at its option either, (a) furnish a Service Representative to correct defective workmanship, or (b) upon return of the item F.O.B. BOSS original shipping point, repair or replace the item or issue credit for the replacement item ordered by Buyer, (Defective material must be returned within thirty (30) days of return shipping instructions from BOSS. Failure to do so within specified time will result in forfeiture of claim), or (c) refund the full purchase price for the item without interest. Factory installed units will also include warranty on installation for a period of one (1) year. This warranty does not cover damage caused by accident, misuse or negligence. If the generator unit is disassembled the warranty is void. BOSS's sole responsibility and Buyer's exclusive remedy hereunder is limited to such repair, replacement, or repayment of the purchase price. Parts not of BOSS manufacture are warranted only to the extent that they are warranted by the original manufacture. BOSS shall have no responsibility for any cost or expense incurred by Buyer from inability of BOSS to repair under said warranty when such inability is beyond the control of BOSS or caused solely by Buyer.

**There are no other warranties, express, statutory or implied, including those of merchantability and of fitness of purpose; nor any affirmation of fact or representation which extends beyond the description of the face hereof.**

This warranty shall be void and BOSS shall have no responsibility to repair, replace, or repay the purchase price of defective or damaged parts or components resulting directly or indirectly from the use of repair or replacement parts not of BOSS manufacture or approved by BOSS or from Buyer's failure to store, install, maintain, and operate the generator according to the recommendations contained in the Operating and Parts Manual and good engineering practice. The total responsibility of BOSS for claims, losses, liabilities or damages, whether in contract or tort, arising out of or related to its products shall not exceed the purchase price. In no event shall BOSS be liable for any special, indirect, incidental or consequential damages of any charter, including, but not limited to, loss of use of productive facilities or equipment, loss of profits, property damage, expenses incurred in reliance on the performance of BOSS, or lost production, whether suffered by Buyer or any third party.

**BOSS INDUSTRIES, INC.**

1761 Genesis Drive  
LaPorte, Indiana 46350  
(800) 635-6587 PHONE

## SUMMARY OF MAIN WARRANTY PROVISIONS

As claims, policies and procedure are governed by the terms of the BOSS Industries, Inc. warranty, it is necessary to outline some of the more important provisions.

The BOSS warranty applies only to new and unused products which, after shipment from the factory, have not been altered, changed, repaired or mistreated in any manner whatsoever. Normal maintenance items such as lubricants and filters are not warrantable items.

Parts not of BOSS manufacture are warranted only to the extent they are warranted by the original manufacturer.

Damage resulting from abuse, neglect, misapplication or overloading of a machine, accessory or part is not covered under warranty.

Deterioration or wear occasioned by chemical and/or abrasive action or excessive heat shall not constitute defects.

Parts replacement and/or correction of defective workmanship will normally be handled by BOSS or their authorized distributor.

Failure to file a detailed warranty claim/service report for each occurrence of material defect of defective workmanship will cause warranty claim to be rejected.

Defective material must be returned within 30 days of receipt of shipping instructions. Failure to do so within specified time will result in forfeiture of claim.

The distributor is responsible for the initial investigation and write up of the warranty claim.

Distributor shall be allowed no more than 30 days from date of repair to file a warranty claim/service report.

Warranty for failure of BOSS replacement parts covers the net cost of the party only, not labor and mileage.

The BOSS warranty does not cover diagnostic calls and travel. That is time spent traveling to the machine to analyze the problem and returning with the proper tools and parts to correct the problem.

BOSS will deduct from allowable credits for excess freight caused by sender failing to follow return shipping instructions.

Distributors or end-users automatically deducting the value of a warranty claim from outstanding balances due and payable to BOSS prior to receiving written notification of BOSS approval of the warranty claim may be subject to forfeiture of the entire claim.

## **WARRANTY/RETURN GOODS INSTRUCTIONS**

The warranty/return procedure outlined below is provided to give the claimant the information necessary to file a warranty/return claim, and enable BOSS INDUSTRIES the ability to best serve its' customers.

*Please see the following instructions to initiate a return:*

Contact BOSS INDUSTRIES Returns Department by telephone at 219.324.7776 or via email at service@bossair.com. You may also send a fax at 219.324.7470.

### **WARRANTY CLAIMS – PREPARATION OF PART RETURN**

Parts returned to the factory must be properly packaged to prevent damage during shipment. Damage to a part as a result of improper handling or packing could be cause for denial. When addressing the package for shipment, the following information must be on the outside of, or tagged clearly, to the package.

1. Return Goods Authorization #.
2. Distributor or end-users return address.
3. Correct factory address.
4. Number of packages pertaining to each claim.

***NOTE:** Our warranty requires that all defective parts be returned to BOSS INDUSTRIES freight prepaid. Items sent without RGA number will not be accepted. Unauthorized Returns Will Immediately Be Refused At Dock.*

### **RETURN OR WARRANTY CLAIMS – FILING PROCEDURES**

1. Initiate through a purchase order for warranty part or request for credit.
2. RGA will accompany replacement part.
3. BOSS INDUSTRIES will confirm disposition of failed part within 30 days of receipt and or request additional information.
4. Claim denial will result in issuance of a letter of denial.
5. BOSS INDUSTRIES will consider each claim on its' own merit and reserves the right to accept or reject claim request. In case of air-ends, these will be returned to the manufacturer for their analysis/ input.
6. Send Warranty Claim to:  
BOSS INDUSTRIES, INC.  
1761 Genesis Drive  
LaPorte, IN 46350  
Attn: Returns Dept.

## **GENERAL**

An approved claim depends on the following provision:

1. An RGA # must be issued by BOSS INDUSTRIES. (See filing procedures.)
2. Failed part must be returned within 30 days of original invoice date, freight prepaid, with RGA #.
3. Part is determined to be defective.
4. Workmanship is determined to be defective.
5. Machine is within warranty period.
6. Machine has been operated within design conditions.

Claims made through distributors must be verified by distributor prior to contacting BOSS INDUSTRIES.

## **DAMAGE IN TRANSIT**

Do not return damaged merchandise to BOSS INDUSTRIES, please follow claim procedure.

1. Loss in transit:  
The merchandise in our kit or provided in our factory installations has been thoroughly inspected or carefully installed and tested before leaving our plant. However, regardless of the care taken at the factory, there is a possibility that damage may occur in shipment. For this reason, it is recommended that the unit be carefully inspected for evidence of possible damage or malfunction during the first few hours of operation. Responsibility for the safe delivery of the kit or factory installed unit was assumed by the carrier at the time of shipment. Therefore, claims for loss or damage to the contents of the kit or factory installed unit should be made upon the carrier.
2. Concealed loss or damage:  
Concealed loss or damage means loss or damage, which does not become apparent until the kit is unpacked or the factory-installed unit is run by the end-user. The contents of the kit or factory installed unit may be damaged due to rough handling while in route to its destination, even though the kit or factory installed unit shows no external damage. When the damage is discovered upon unpacking, make a written request for inspection by the carrier agent within fifteen days of delivery date. Then file a claim with the carrier since such damage is the carrier's responsibility.

By following these instructions carefully, we guarantee our full support of your claims, to protect you against loss from concealed damage.

3. Visible Loss or Damage  
Any external evidence of loss or damage must be noted on the Freight Bill or Express Receipt, and signed by the carrier's agent. Failure to adequately describe such external evidence of loss, or damage may result in the carrier refusing to honor a damage claim. The carrier will supply the form required to file such a claim.