

Power Technique Canada (hereinafter referred to as "SELLER") warrants that SELLER-manufactured (or affiliate-manufactured) equipment/ machinery/ components/ Accessories/ parts/ items ("Products") delivered by SELLER are delivered free of defects in material and workmanship, except as otherwise set forth herein. This warranty will expire at the end of the published base period, months or hours of operation (whichever occurs first), as indicated in the chart below. Should any defect in material or workmanship be discovered during the below-specified warranty period, SELLER will (subject to the rest of this Warranty Statement) provide a new part or (at SELLER's option) a repaired part, in place of any part which is found to be defective upon inspection by SELLER during the applicable warranty period. A Product will not be considered defective as a whole machine, and the warranty repair/replacement will be limited to the "individual part" proven defective. The defective part will be repaired or replaced at authorized repair facility during normal working hours. At its sole discretion SELLER may elect (as determined by an executive officer of SELLER at its headquarters in Rock Hill, South Carolina) to take back any defective Product and refund or credit monies paid to SELLER for such defective Product less a reasonable allowance for use, in lieu of repair or replacement. SELLER will determine at its sole discretion which of the above-mentioned options (repair, replace, refund, or credit) SELLER will take regarding the defective Product. Consumables/wear items are expressly excluded from the warranty. In addition, it is expressly understood that maintenance (for example preventative maintenance) is not included in the warranty. The warranty and remedies are conditioned upon (a) the purchaser registering the Product within 30 days after purchase of the Product, (b) proper storage/installation/use/maintenance of the Product in accordance with the Product's instruction manuals, (c) the purchaser keeping complete and accurate records of maintenance throughout the warranty period and giving SELLER access to the records at SELLER's request in connection with warranty claim processing, and (d) modification of the Product only if and as authorized in writing by SELLER to the purchaser. Failure to meet any such conditions will render the warranty null and void. In connection with making a warranty claim, the purchaser must in writing promptly contact SELLER or an authorized distributor of such Product; SELLER and/or the authorized distributor will then determine whether the purchaser should either (a) send the Product to a service location or (b) make the Product available at the purchaser's location (or another location) for examination by SELLER or its authorized distributor. In connection with making the warranty claim, proof of purchase and date of purchase must be presented, in addition to serial and model numbers. Unless agreed otherwise in writing with respect to the particular warranty claim, the cost of de-installation, reinstallation, and transportation of the Product to and from SELLER or its authorized distributor, and (if applicable) the cost of travel, meals and lodging for SELLER's personnel and/or for the authorized distributor's personnel, will be borne by the Product purchaser.

EXCLUSIONS: Some examples of conditions NOT covered by the warranty are failures or defects in the Product caused by (but not limited to): accident, abuse, neglect, Acts of God, corrosion, normal wear and tear, improper installation, improper storage, failure to perform proper maintenance at the proper frequency in accordance with the Product's instruction manual, improper use, the use of unsuitable parts or attachments, the use of contaminated fuel, the use of fuels, lubricants, oils, or fluids other than those recommended in the Product's manual, and unauthorized modifications. Equipment/machinery/components/Accessories/parts/items sold by SELLER but not manufactured by SELLER or by an affiliate (including but not limited to a Product's engine, alternator, tires, battery, carrier, electrical equipment, and hydraulic transmission, if applicable) are not warranted by SELLER and shall carry whatever warranty (if any) which the Original Equipment Manufacturer (OEM) has conveyed to SELLER to the extent it can be passed on to the purchaser.

No warranty, whether expressed, implied, or otherwise, is provided by SELLER on any such equipment/ machinery/ components/ Accessories/ parts/ items not manufactured by SELLER or by an affiliate. Any and all USED PRODUCTS ARE SOLD AS-IS, with no warranty of any kind, whether express, implied or otherwise, except for the implied warranty of title.

Any services performed by SELLER in connection with the sale, installation, start-up or servicing or repair of a Product are warranted to be performed in a workmanlike manner; this warranty shall expire 30 days after the particular service is performed. If any nonconformity with this service warranty is discovered within the 30-day warranty period, the exclusive obligation of SELLER shall be to re-perform the nonconforming portion of the service in a conforming manner or provide a refund or credit. SELLER will determine at its sole discretion which of the above-mentioned options (re-performance, refund, or credit) SELLER will take regarding the nonconforming service. Warranty repair or replacement or re-performed service shall not extend or renew the original warranty period; such Products or parts or service shall remain under warranty only for the unexpired portion of the original warranty period.

THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXCEPT FOR THE IMPLIED WARRANTY OF TITLE. ALL OTHER WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. CORRECTION OF NONCONFORMITIES (i.e. repair or replacement or refund or credit, all at SELLER's option, of Products that do not conform to the Product warranty above, and re-performance or refund or credit, all at SELLER's option, of service that does not conform to the service warranty above) IN THE MANNER AND WITHIN THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE PROVIDES THE EXCLUSIVE REMEDIES WITH RESPECT TO THE QUALITY OF OR ANY DEFECT IN PRODUCTS OR SERVICES DELIVERED OR PERFORMED HEREUNDER. NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SELLER, ITS AFFILIATES, AND SUBCONTRACTORS, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL BE LIMITED TO THE PRICE PAID BY THE PURCHASER TO SELLER FOR THE SPECIFIC PRODUCT/SERVICE GIVING RISE TO THE CLAIM. UNDER NO CIRCUMSTANCES SHALL SELLER, ITS AFFILIATES, OR SUBCONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (WHETHER FOR LOST PROFITS OR REVENUE, WORK STOPPAGE, DOWNTIME COSTS, LOST BUSINESS, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE.



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WARRANTY STATEMENT
 (Revised August 31, 2022)

Machine Warranty:

PRODUCT	WARRANTY PERIOD
Portable Compressors	18 months from date of shipment from the factory, or 12 months from date of initial startup, or after 2,000 hours of use whichever comes first. For the compressor's air end and gearbox, the warranty period is 30 months from date of shipment from the factory or 24 months from date of initial startup, or after 5,000 hours of use whichever comes first.
Portable Generators	18 months from date of shipment from the factory, or 12 months from date of initial startup, or after 2,000 hours of use whichever comes first.
Portable Gas Generators	18 months from date of shipment from the factory or 12 months from date of initial startup, or after 1,000 hours of use, whichever comes first.
Portable Light Towers	30 months from date of shipment from the factory or 24 months from date of initial startup, or after 2,000 hours of use whichever comes first.
Hurricane-brand: multi stage and reciprocating compressors	18 months from date of shipment from the factory or 12 months from date of initial startup or 2000 hours of operation, whichever comes first. For the compressor's crankshaft, crankcase casting, connecting rods, crossheads and compressor head castings, the warranty period is 42 months from date of shipment from the factory or 36 months from date of initial startup, whichever comes first.
Hand Held Construction Tools (pneumatic and hydraulic breakers, rock drills, gasoline powered breakers, etc.)	18 months from date of shipment from the factory or 12 months from date of initial startup, whichever comes first.
Pumps (submersible and diesel driven)	18 months from date of shipment from the factory or 12 months from date of initial startup, whichever comes first.

Spare parts and accessories:

Spare parts (must be SELLER-approved and then installed by SELLER or an authorized distributor) Note: Electrical components, consumables, and wear items are specifically not considered spare parts.	6 months from date of installation
DC (direct current) electrical components	3 months from date of shipment from the factory or 30 days from date of initial startup, whichever comes first.
AC (alternating current) electrical components	No warranty.

Workshop Repair Warranty:

Repairs (other than warranty work) must be performed by SELLER workshop only.	<p>Genuine Atlas Copco Parts and Labor replaced on the work order will be covered as described above under the Spare parts and accessories heading.</p> <p>Non-Genuine spare parts (if used) and labor are warranted for 30 days after repair by SELLER.</p>
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Refurbishment:

Refurbished SELLER-approved components (must be SELLER-approved and refurbished by SELLER or authorized distributor and then installed by SELLER or authorized distributor)	12 months from date of shipment from the refurbishing center or 6 months from initial use, whichever comes first.
Refurbished SELLER-approved machines (must be SELLER-approved and refurbished by SELLER or authorized distributor and then installed by SELLER or authorized distributor)	24 months from date of shipment from the refurbishing center or 2000 hours, whichever comes first.

Consumables/wear items:

Consumables/wear items (for example: working steel for mounted or hand held demolition equipment, rock drills bits, hydraulic oil, grease, anti-freeze/coolant, filters, belts, fuel, lubricating oil, seals/seal kits, hoses, fittings, batteries, other parts that require replacement due to normal wear)	No warranty.
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Extended Warranties - PLEASE REFER TO ADDENDUM 'A' FOR TERMS AND CONDITIONS.

An extended warranty may be offered for certain Products, at SELLER's choice. An extended warranty will only be in force if agreed upon in an applicable warranty document between SELLER and the purchaser.

NOTES AND ADDITIONAL CONDITIONS:

- Machines must be registered in Machines Online for Warranty to be valid.
- Warranty claims are to be filed in Warranty Online.
- End users are authorized to complete the required preventative maintenance utilizing genuine parts and lubricants purchased from an authorized dealer. Service maintenance is to be recorded into Machines Online after providing proof of purchase for genuine parts and fluids utilized.
- Components and parts not manufactured by Seller, but sold by Seller, are not covered under this warranty and will carry whatever warranty (if any) provided by original equipment manufacturer to the extent it can be passed on to the purchaser.
- Engine manufacturers require that the engine must be registered in their online system or by contacting their local dealer/distributor. It is the Product purchaser's responsibility to register the Product's engine with the engine manufacturer and to do so in a timely manner in accordance with the engine manufacturer's requirements. For assistance in locating the engine OEM's applicable warranty details and links to registration pages, please visit ShowPad or contact Seller's Technical Support via email at acce.customerservice@us.atlascopco.com.
- Warranty claims for remanufactured machines and engines must have prior approval from MidSouth Power Systems. For current warranty information/duration/ coverage/policy/procedure, please refer to MidSouth Power Systems.
 - [Link to MidSouth PowerSystems Website](#)
- Service Bulletins are published through Toolbox. To receive these notices, please follow the prompts for setting up subscriptions within the Toolbox application or contact the Atlas Copco Warranty Department for assistance.

Power Technique North America LLC Emission Control System Warranty (valid in the U.S. and Canada) for breaker/drill models Cobra Pro, Cobra TT, Cobra Combi and breaker model Redhawk, as applicable containing engines manufactured by Construction Tools AB

Construction Tools AB warrants to the initial purchaser of the machine and each subsequent owner that the engine in the machine (in breaker/drill models Cobra Pro, Cobra TT, Cobra Combi and in breaker model Redhawk, as applicable) meets the following two conditions: (1) the engine, including all parts of its emission control system, is designed, built, and equipped so it conforms at the time of sale to the initial purchaser with the applicable requirements in 40 CFR Part 1054 regulated by the U.S. Environmental Protection Agency; and (2) the engine, including all parts of its emission control system, is free from defects in materials and workmanship that may keep it from meeting the applicable requirements in 40 CFR Part 1054 regulated by the U.S. Environmental Protection Agency. (The above-stated warranty is referred to herein as "this Emission Control System Warranty".) This Emission Control System Warranty covers all components whose failure would increase the engine's emissions of any pollutant regulated by the United States Environmental Protection Agency under 40 CFR Part 1054. The warranty period for this Emission Control System Warranty begins on the date of sale of the machine to the initial purchaser and ends two years thereafter. Where a warrantable condition exists under this Emission Control System Warranty, warranty repairs will be made by a SELLER Representative (as defined below) or by a service facility designated by the SELLER Representative, without charge for diagnosis, parts, or labor, subject to all other provisions stated herein. All defective parts replaced under this Emission Control System Warranty become the property of the SELLER Representative. Normal maintenance items are warranted up to their first required replacement interval only. Only Construction Tools AB-approved replacement parts may be used in the performance of any warranty repairs under this Emission Control System Warranty and will be provided without charge. This Emission Control System Warranty does not extend to components or parts which are affected or damaged by the machine owner's or any other person's (other than Construction Tools AB's or the SELLER Representative's) improper use or improper maintenance (including, but not limited to, improper replacement of filters, sparkplugs or other maintenance items or wear parts; incorrect oil or fuel; stale or improper fuel mix; dirt or other contaminants in the fuel or oil; excessive dirt, dust, rust, or corrosion in the engine; improper storage; use of replacement parts or Accessories not conforming to the original specifications which impair the effectiveness of the emission control system; incorporation of or use of unsuitable attachments or unauthorized alteration of any part; or improper repair), abuse, accident, or acts of God. This Emission Control System Warranty does not cover replacement of expendable maintenance items (for example spark plugs and filters) unless they are original items defective in material or workmanship and the first required replacement interval (in accordance with applicable instructions published by the machine manufacturer) for the item has not been reached. Responsibility for Maintenance: As the machine engine owner, you are responsible for the performance, at your expense, of the proper maintenance of the engine (in addition to all other parts of the machine and Accessories) in accordance with applicable instructions published by the machine manufacturer, including in the Safety and Operating Instructions manual for the machine. Construction Tools AB recommends that you retain all receipts and maintenance records covering performance of maintenance. Proper maintenance includes, but is not limited to, routine replacement and servicing of spark plugs, filters, other expendable wear parts, and any other part or item related to emission control or that may affect emissions. Requirements related to warranty claims: Warranty repairs may only be performed by a SELLER Representative or



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by a service facility designated by the SELLER Representative to perform the warranty repair. "SELLER Representative" means the dealer in the United States from whom your machine was initially purchased as a new machine or a service facility in the United States that is owned or operated by Power Technique North America LLC and which performs warranty repair of such machine engines. You are responsible for promptly presenting the machine (into which the engine is incorporated) to the nearest SELLER Representative as soon as a warrantable condition exists under this Emission Control System Warranty. At the time of requesting warranty repair, you must provide proof of the initial purchase of the machine, including the initial purchase date. If you are located more than 100 miles from the nearest SELLER Representative, the SELLER Representative will (at its choice) (i) pay for shipping costs of the machine to and from the nearest SELLER Representative; (ii) provide for a technician to come to you to make the warranty repair under this Emission Control System Warranty; or (iii) pay for the warranty repair to be made at a local service facility designated by the SELLER Representative to perform the warranty repair on your machine engine under this Emission Control System Warranty. (The provisions in the preceding sentence apply only for the contiguous states, excluding the states with high-altitude areas identified in 40 CFR 1068, Appendix III.) If you are located within 100 miles of a SELLER Representative, you will be responsible for paying all shipping/ transportation costs, technician travel costs if the technician comes to you, and other similar costs, unless the SELLER Representative in its discretion elects to pay for such costs or any portion thereof. If the SELLER Representative determines that there is no warrantable condition under this Emission Control System Warranty, you will be responsible for the cost of the diagnosis, labor and parts in accordance with the SELLER Representative's normal rates, costs of shipping/ transporting (regardless of your distance to an SELLER Representative), technician travel costs if the technician comes to you, and other similar costs, unless the SELLER Representative in its discretion elects to pay for such costs or any portion thereof. For information about how to make a warranty claim and how to make arrangements for authorized warranty repair, please contact the dealer in the United States from whom your machine was initially purchased as a new machine. You may also contact Power Technique North America LLC via telephone at 1-800-732-6762 or via email to acce.customerservice@us.atlascopco.com. **DISCLAIMER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF IMPLIED WARRANTIES:** NEITHER CONSTRUCTION TOOLS AB NOR POWER TECHNIQUE NORTH AMERICA LLC (NOR ANY OF THEIR AFFILIATES) SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHETHER ARISING FROM LOSS OF TIME OR USE OF THE MACHINE, OR ANY COMMERCIAL LOSS DUE TO FAILURE OF THE ENGINE OR THE MACHINE INTO WHICH IT IS INCORPORATED, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. NO EXPRESS EMISSION-RELATED COMPONENT WARRANTY OR OTHER EMISSION-RELATED WARRANTY IS GIVEN EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ANY EMISSION-RELATED COMPONENT WARRANTY OR OTHER EMISSION-RELATED WARRANTY IMPLIED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE EMISSION CONTROL SYSTEM WARRANTY TERMS SET FORTH HEREIN. NO MODIFICATION OF THIS WARRANTY: THIS EMISSION CONTROL SYSTEM WARRANTY MAY NOT BE MODIFIED BY ANY PARTY, WHETHER ANY SELLER REPRESENTATIVE OR OTHERWISE, EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY CONSTRUCTION TOOLS AB.