

# Limited Warranty

LIMITED WARRANTY COVERAGE: The new products manufactured by Sage Oil Vac Inc. (hereinafter "Sage"), are warranted to be free from defects in material and workmanship under normal use, application and maintenance in accordance with Sage's recommendations and instructions. The Warranty goes into effect on invoice date and expires at the end of the Warranty Period specified below. (Invoice date is when the end user purchases the equipment. If unit is purchased from Sage by the end user, the Warranty starts from the invoice date from Sage. If unit is purchased from a dealer, the Warranty starts from the date on the Dealers invoice.) Sage's obligation under this Warranty is limited to the repair or replacement (at its option) of warranted parts that are determined by Sage after review and inspection, to be defective, and are returned to Sage freight prepaid within 10 days of receipt of shipping instructions. This is the sole Warranty provided by Sage. (To qualify for the Warranty, the failure must be reported to Sage within thirty (30) days of the failure and all other requirements set forth in the Warranty Claims Filing Procedure set forth herein are met.) Specific exceptions to the warranty are listed in the Exclusions section below.

FIVE (5) YEAR	Two (2) YEAR ONE (1) YEAR		
Sage Manufactured Components	40 CFM and Larger Compressors	Labor on Sage's Workmanship	
Meters, Diaghrapm Pumps and	Reel and Reel Components	25 CFM and Smaller Compressors	
Grease Pump Components			
Tanks	Trailer Running Gear	Vane Fuel Pumps	
		Paint Coverage on Sage	
		Manufactured/Painted Items	
		Hoses	

**EXCLUSIONS:** Unit components subject to normal wear and tear during the Warranty period are not covered by Warranty and include the following items:

- 1. Pump seals
- 2. Light bulbs
- 3. Indicator lamps
- 4. Fuses
- 5. Circuit breakers
- 6. Belts
- 7. Filters

Warranty does not include or cover the Chassis (if applicable) on which a body is mounted or any modifications or accessories added by purchaser. Sage is not responsible for abuse or misuse of the Sage equipment.

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Tank rupture caused by part handing/misuse or corrosion due to exposure to caustic materials, as determined in Sage's sole discretion, voids the Warranty.

Component failure caused by customer misuse/abuse of the unit, as determined in Sage's sole discretion, voids the Warranty.

Any use of the unit that is not in compliance with Sage's recommendations, instructions, or requirements, as determined in Sage's sole discretion, voids the Warranty.

Failure to properly maintain the unit and perform regular maintenance may, in Sage's sole discretion, void the Warranty.

Damage or failure caused by an object striking the unit, fire, theft, freezing, environmental exposure, modifying or altering the unit, and/or any other misuse is not covered under the Warranty. Damage or failure due to acts of God or acts of war are not covered under the Warranty.

Use of a non-authorized person or company to perform labor to effectuate warranty repairs will not be reimbursed by Sage, except under special circumstances which will be decided on a case-by-case basis, within the sole and absolute discretion of Sage.

**CONSEQUENTIAL DAMAGES:** In no event will Sage be liable for business interruptions, loss of sales and/or profits, cost of delays or for any other special, indirect, contingent, incidental or consequential losses, costs or damages or legal fees.

**CHANGES IN DESIGN:** Sage reserves the right to make changes in the design or to make improvements to its products without Sage being obligated to install the same upon products already manufactured. Sage's Warranty may be voided if customer dictates components that Sage would not normally install. Ex. Oversized Axles.

DISCLAIMER--IMPLIED WARRANTY EXCLUDED: This is the only authorized Sage warranty and is in lieu of all other expressed or implied warranties or representations, including any implied warranties of merchantability or fitness for a particular purpose or of any other obligations on the part of Sage. There are no other warranties given by Sage other than those specifically set forth in this Limited Warranty. Suggestions or recommendations concerning the use of the unit are not warranties. The customer assumes the responsibility for determining suitability of products and appropriate use. Sage's sole liability for breach of warranty, negligence, or otherwise shall be the repair of the unit as specified in this Warranty.

SERIAL N	NUMBER
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SEE NEXT PAGES FOR ADDITIONAL PROVISIONS.

**LABOR CHARGE:** Sage will warrant labor charges on warranty failures for a period of (1) year from invoice date. All warranty labor charges must be pre- authorized for the time allowed at the Sage pre-authorized hourly rate charge (\$75 an hour). Sage is Tax Exempt; therefore Sage is not responsible for Tax charges as well as other surcharges that are not agreed upon prior to work being done.

**WARRANTY CLAIMS:** Warranty claims must be submitted and shall be processed in accordance with Sage's warranty claims procedure, as established from time to time. Failure to follow the warranty claims procedures voids the warranty. Contact Sage for details.

**FREIGHT:** Sage will pay the regular ground freight charge on all warranty parts sent to the dealer or end user. The dealer/end user is responsible for payment of any additional special freight charges, ex. overnight.

**WARRANTY VOIDED:** This warranty will be null and void if the product is not maintained in accordance with Sage's or on purchased parts manufactures recommended maintenance procedures. The warranty will be voided if the product is modified or altered in any way without the prior written approval of Sage or if abused, neglected, repaired, and not used for its intended purposes. In addition, the warranty will be void in accordance with any other provision set forth in the Exclusions section of this warranty.

**PURCHASER'S RESPONSIBILITY:** The purchaser is responsible for the cost of normal maintenance and replacement of expendable items, such as filters, belts, lubricants, and normal wear items.

**PURCHASED COMPONENTS:** Sage will warrant purchased components supplied & installed by Sage for a period specified from the Manufacture. Sage's obligation under this warranty is limited to the repair or replacement (at its option) of warranted parts that are determined by Sage, after review and inspection, to be defective, which are returned to Sage using the freight label included in the replacement parts within 10 days of receipt of shipping instructions. These components will be returned to the Vendor for evaluation. Sage will pass on the evaluation and stand by the manufactures recommendation. Sage will determine its disposition in a timely manner as the Vendor completes their evaluation. Sage will not stand any charges for labor if the purchased part's warranty does not cover the labor.

**NO ASSIGNMENT:** This Limited Warranty is granted to the first owner/user of record and may not be assigned.

**NO SET OFF:** No deduction may be made for the value of a warranty claim from outstanding balances due and payable to Sage.

#### **LENGTH OF LIMITED WARRANTY:**

#### Five (5) year:

- 1. Sage Manufactured Components from the invoice date. The Sage Manufacture Component are structural items such as frames and any welded components.
- 2. Meters, Diaghrapm Pumps and Grease Pump ComponentsThe limited warranty starts from the invoice date. The limited warranty only covers malfunctions that are caused by manufacture defects. Abuse is not covered under the warranty.
- 3. Tank: This includes any manufacture tanks. The limited warranty starts form the invoice date. The limited warranty only covers malfunctions that are caused by manufacture defects. Abuse is not covered under the warranty.

#### Two (2) year:

- 1. 40 CFM and Larger Compressors from the invoice date. The limited warranty only covers malfunctions that are caused by manufacture defects. Abuse is not covered under the warranty.
- 2. Reel and Reel Components from the invoice date. The limited warranty only covers malfunctions that are caused by manufacture defects. Abuse is not covered under the warranty.
- 3. Trailer Running Gear from the invoice date. The limited warranty only covers malfunctions that are caused by manufacture defects. Abuse is not covered under the warranty.

## One (1) year:

- 1. Labor on Sage's workmanship from the invoice date. The limited warranty only covers malfunctions that are caused by manufacture defects. Abuse is not covered under the warranty.
- 2. 25 CFM and Smaller Compressors from the invoice date. The limited warranty only covers malfunctions that are caused by manufacture defects. Abuse is not covered under the warranty.
- 3. Vane Fuel Pump from the invoice date. The limited warranty only covers malfunctions that are caused by manufacture defects. Abuse is not covered under the warranty.
- 4. Paint Coverage on Sage Manufactured/Painted Items from the invoice date. This applies to coverage on all components that Sage paints to be free from defects such as corrosion, blisters, unreasonable color or gloss loss, or delaminating determined to result from paint film failure. Damage such as chips, scratches, corrosion due to dirt build-up that occurs through usage of the product is not covered under this warranty. Rust bleed out from inaccessible structural features as a result of prolonged moisture exposure does not constitute a failure in paint coverage or adhesion and is not covered under this warranty.
- 5. Hoses from the invoice date. Sage will warrant the hoses installed on the unit for one year. This warranty does not cover normal wear and tear, abuse or mistreatment of the hoses.

Any component that is not listed on the above Limited Warranty Statement, the manufactures warranty will be passed on. The Limited warranty will vary from 5 years to a minimum of 1 year. Just that we will pass on warranty on parts that are not listed above. Ex: If we use a crane on the equipment that has a 5 year warranty we will pass on the 5 year warranty from the manufacture to the customer but it is not listed above.

#### Warranty Claim General Terms

The warranty procedures outlined here are detailed to provide the Dealer/Customer with the information necessary when filing a warranty claim. The correct and complete filing of a claim will assist Sage in processing of the claim in a timely manner.

All claims, policies and procedures are governed by the terms of Sage Oil Vac (Sage) Limited Warranty. Below are to outline some of the more important provisions for handling claims.

Sage's authorized Dealers will handle parts replacement and/or correction of defective workmanship.

The failure to file a Warranty Claim Report for each occurrence of material or workmanship defect will cause the warranty claim to be rejected.

The defective material must be returned following the guidelines in the Return Parts Procedure. The failure to follow the procedure will result in forfeiture of the claim.

The Dealer/Customer is responsible for the write up of the warranty claim.

The Dealer/Customer shall be allowed no more than 30 days from the date of repair to file a Warranty Claim Service Report.

The Sage warranty does not cover diagnostic calls, travel or lodging.

Sage will deduct from allowable credits for excessive freight charges caused by sender failing to follow the Return Parts Procedure.

Dealers/Customers deducting the value of a warranty claim from outstanding balances due and payable to Sage without receiving prior written approval from Sage may be subject to forfeiture of the entire claim.

See next pages for additional warranty claim info.

### Warranty Claims - General

The approval of a submitted claim depends on the following provisions:

- 1. Sage must issue a Warranty Claim Authorization Number (CSI).
- 2. The defective material must be returned following the Return Parts Procedure.
- 3. The material must be determined defective by authorized Sage representative, in Sage's sole discretion.
- 4. The workmanship must be determined defective by authorized Sage representative, in Sage's sole discretion.
- 5. The unit must be within the warranty period.
- 6. The unit has been operated within design conditions in an application for which it was intended to function.

#### Warranty Claims – Filing procedure

It is necessary to have the serial number of the unit when requesting Warranty and Technical Support.

- 1. Initiate the claim process through a Purchase Order for parts and/or Authorization Number for labor repair. A Warranty Claim Authorization Number (CSI) will be issued for all warranty claims.
- 2. A Warranty Claim Report will be sent with the part for completion. The Warranty Claim Report must be filled out and returned with the defective part.
- 3. The defective part must be returned using the label provided by Sage's Warranty Department within 10 business days if not, Customer/Dealer will be charged and may forfeit the claim.
- 4. The Claim Report must be returned for processing. Most dispositions will be completed within 30 days. A credit, check or a letter of explanation/denial will be issued.
- 5. Sage will consider each claim on its own merit and reserves the right to accept or reject the claim request.
- 6. There are cases where components are purchased and used by Sage. These components may be returned to the Vendor for evaluation. Sage will determine its disposition in a timely manner as the Vendor completes their evaluation.
- 7. Send the Warranty Claim Service Report to:

Sage Oil Vac Attn: Warranty Department 360 N Lakeside Amarillo, TX 79118 Fx (806) 372-7565

#### Warranty Claims – Preparation of Material Return ("Return Parts Procedure")

The defective material must be submitted to Sage for evaluation. Credit will not be given until the material is evaluated and the warranty claim is approved. The material being returned to Sage for evaluation must be returned within 10 days from the date received; using the shipping label included with the replacement parts. If it is not returned within 10 days, an Invoice will be sent.

The material returned to Sage must be properly packaged to prevent damage during shipment. Any damage to the material as a result of improper handling or packaging could be cause for claim denial.

The package must be marked with the Return Material Authorization number.

Our warranty requires that all defective material must be returned to Sage using the return label. The credit will be delayed if packages are returned without a Return Material Authorization number.						

# Sage Oil Vac's "Warranty Claim Report"

Owner's Name or Company	Name:		
Contact Name:			
Mailing Address:			
Shipping Address (if differen	nt):		
Phone Number:		Fax Number:	
Email Address:			
Serial/Vin Number:			
Date of Malfunction:			
<b>Description of Malfunction:</b>			
Warranty Claim Authorizati	ion Number:		
Internal Use Only: Invoice Attached: YES I Handling Rep:	NO Claim Summited:	Yes No	