

LIMITED WARRANTY

Skywell, LLC ("Skywell") warrants to the original purchaser ("Purchaser") of this Skywell, and to no other person, that if this Skywell is assembled and operated in accordance with the printed instructions accompanying it, then for a period of one (1) year from the date of purchase, all parts of the Skywell shall be free from defects in material and workmanship, with the primary compressor warranted for fitness for five (5) years (the "Limited Warranty"). Skywell may require reasonable proof of your date of purchase from an authorized retailer or distributor. Therefore, you should retain your sales slip or invoice. The Limited Warranty shall be limited to repair or replacement of parts, which prove defective under normal use and service and which Skywell shall determine in its reasonable discretion upon examination to be defective. Before returning any parts, you should contact Skywell's Customer Service Department using the contact information listed below. If Skywell, after examination, confirms the existence of a defect covered by this Limited Warranty in any returned part, and if Skywell approves the claim, Skywell will replace such defective part without charge. If you return defective parts, transportation charges must be prepaid by you. Skywell will return replacement parts to original purchaser, freight or postage prepaid.

The Limited Warranty does not cover any failures or operating difficulties due to accident, abuse, misuse, alteration, misapplication, improper installation or improper maintenance or service by you or any third party, or failure to perform normal and routine maintenance on the Skywell, as set forth in the Skywell User Manual. In addition, the Limited Warranty does not cover damages to the finish, such as scratches, dents, discoloration or rust after purchase.

The Limited Warranty is in lieu of all other express or implied warranties. Skywell expressly disclaims all warranties for products that are purchased from anyone other than a Skywell authorized retailer or distributor. AFTER THE PERIOD OF THE ONE (1) YEAR LIMITED WARRANTY (OR FIVE YEARS FOR PRIMARY COMPRESSOR), SKYWELL DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, IT IS EXPRESSLY UNDERSTOOD BY THE PURCHASER THAT AT NO TIME SHALL SKYWELL HAVE ANY LIABILITY WHATSOEVER TO PURCHASER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. Skywell assumes no responsibility for any defects caused by third parties. This Limited Warranty gives the Purchaser specific legal rights; a Purchaser may have other rights depending upon where he or she lives. Some jurisdictions do not allow exclusion or limitation of special, incidental or consequential damages, or limitations on how long a warranty lasts, so the above exclusion and limitations may not apply to you.

The Limited Warranty is void if the electrical outlet is improperly wired to an incorrectly sized circuit breaker or fuse, if not grounded properly, or wires do not have correct polarity. Use of this Skywell confirms Purchaser's agreement with the conditions of this Limited Warranty.