

WELDING TECHNOLOGY CORP WARRANTY STATEMENT

WTC warrants all Products manufactured by it to be free from defects in material and workmanship under normal operating conditions and proper application in accordance with WTC's specifications for operation.

The warranty period shall be (i) 18 months after date of shipment to the customer, or (ii) twelve (12) months after the Product is placed in service, whichever occurs first. Vendor or customer-supplied items on assemblies or power units are warranted per original manufacturer's warranty policy. This warranty period applies unless superseded by a different term that is reflected in the Buyer's Purchase Order and expressly accepted by WTC in writing in WTC's order acknowledgement document. Under any and all circumstances, the remaining warranty disclaimer and limitation of liability shall apply.

Limitations on Warranty:

THE FOREGOING WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The BUYER's sole and exclusive remedy under this warranty shall be limited to the repair or exchange of products under warranty at WTC's option FOB WTC's manufacturing facility. If the BUYER (as defined in this document) or Agent grants to an end user any warranty which is greater in scope, time period, or labor allowance than the warranty stated herein, WTC shall not be liable beyond this stated warranty. The term "Buyer" as used herein means the person or firm that purchased the product directly from WTC, and includes OEM customers and WTC distributors.

The foregoing warranty does not cover conditions over which WTC has no control including, without limitation: contamination; incorrect power supply; pressures in excess of maximum recommended; products damaged or subjected to voltage, humidity, or temperature outside of specified range; accident, abuse or misuse after shipment from WTC's manufacturing facility; products altered, disassembled or repaired by anyone other than WTC personnel or WTC authorized service /repair center personnel or persons so designated in writing by ITS (WTC's Service Division) prior to commencement of the said work.

Types of failures which are not attributable to defects in materials and / or workmanship and which are not considered by WTC as part of its warranty include, but are not limited to the following:

- Damages due to deterioration during periods of storage by the buyer prior to installation and operation,
- Damage of any kind from erosive or corrosive action of any gases or liquids handled by tooling or machinery,
- Incorrect mounting of external hardware, miss-wiring, excessive vibration, etc
- Damage attributable to abuse, accident, or neglect
- Operating outside of the specifications for ambient temperature, cooling flow rate, cooling temperature range, pressure, and voltage
- Repairs by unauthorized service personnel
- Use of the product in a manner or purpose for which it was not designed or intended by WTC

The BUYER shall comply with WTC's warranty processing procedure as follows: No products shall be returned without proper authorization from WTC. The BUYER shall prepay all transportation charges for the return of such products to WTC or WTC's authorized Service / Repair facility. WTC will not accept any charges for labor and / or parts incidental to the removal or remounting of the products repaired or replaced under this warranty. All replacement parts provided for this warranty will assume the identity, for warranty purposes, of the part replaced and the warranty on such replacement parts will expire when the warranty of the original part would have expired. Repaired products or components provided under this warranty are similarly warranted for a period of ninety (90) days from the date of delivery of the repaired product or component.

Claims must be submitted within 30 days of the failure or be subject to rejection. This warranty is not transferable beyond the first using purchaser.

WTC SHALL NOT IN ANY EVENT BE LIABLE FOR PENALTIES OR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR LIQUIDATED DAMAGES OF ANY KIND, INCLUDING LIABILITY FOR LOSS OF PROFIT, LOSS OF USE, COSTS OF CAPITAL, DOWNTIME COSTS, COSTS OF SUBSTITUTE MATERIALS, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, LIABILITY TO THIRD PARTIES, FAILURE TO MEET THE BUYER'S OR ANY OTHER THIRD PARTIES SPECIFICATIONS, PURPOSES OR DESIGNS OR FOR FAILURE TO WARN.

SOFTWARE

If software and/or software documentation (referred to collectively as "Software") is to be supplied to the Buyer, either alone or within a Product, the Software shall be deemed to be licensed rather than "sold" to the Buyer, and the Buyer shall be licensed to use the Software under the following terms unless otherwise agreed in writing:

- WTC or WTC's licensor retains ownership of the Software and applicable copyrights, patents and trade secrets.
- Buyer, as licensee, is granted a limited, non-exclusive, royalty-free license to use the Software during the term permitted by WTC in writing (and perpetually for Software embedded into Products).
- The Buyer may not reverse engineer or modify the Software (except to customize the Product for Buyer's operations, as authorized by WTC in writing, provided that any such modifications are and shall remain the property of WTC), remove it from Products, or install the Software into products other than Products.
- The Buyer may not sublicense the Software, and this license terminates upon transfer of the Products to any third party.

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