

LIMITED WARRANTY (Effective January 2007)

GENERAL:

Magnatech warrants equipment that it manufactures to be free from defects from material and workmanship under normal use and service for the periods defined below. This Warranty shall apply to the Original Purchaser only, and is not transferable. All warranty time periods start on the date that the equipment was delivered to the original retail purchaser. Our sole obligation under this warranty is limited to repairing or replacing the defective part or parts, which in our judgment show evidence of such defects. All warranty repair work shall be accomplished at the factory and Magnatech assumes no obligation to perform warranty service at a customer's facility. If requested, Magnatech shall supply warranty parts for customer installation, but reserves the right to request the return of parts declared defective. This warranty is given in lieu of and to the exclusion of any and all other warranties, express or implied. Specifically, and without limiting the generality of the above disclaimer, Magnatech disclaims any warranty of merchantability or fitness for any particular purpose as to any and all goods sold to the Buyer (whether for the ultimate use of the Buyer, or any other person) pursuant to the purchase order, contract or in connection therewith.

COVERED COMPONENTS:

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|---|-----------------------------------|---|
| A. 1 Year – Parts and Labor | B. 6 Months | C. 3 Months – Parts and Labor |
| <input type="checkbox"/> All Magnatech Power Sources/ Controllers | <input type="checkbox"/> Switches | <input type="checkbox"/> Torch cable assemblies |
| <input type="checkbox"/> All Model Water Circulators (with exception of Pump) | | <input type="checkbox"/> Relays |
| <input type="checkbox"/> All Weld Heads | | <input type="checkbox"/> Batteries |

EXCLUDED COMPONENTS:

Magnatech Limited Warranty shall not apply to:

1. Equipment Supplied Not Manufactured By Magnatech

With respect to standard equipment supplied by Magnatech as part of a complete welding system, Magnatech extends the same warranty as offered by the individual manufacturer of this standard equipment if any. In many instances such items are warranted directly by the manufacturer, and Magnatech may, from time to time, inform the customers of such warranty coverage; however, Magnatech does not guarantee the accuracy of completeness of its information regarding such warranties.

2. Expendable Items

This warranty does not cover certain items considered expendable and certain high wear items offered herein. Expendable items consist of welding torch components, wire feed conduits, motor brushes, fuses, bulbs and filters.

3. Modification And Misuse

This warranty does not apply to products which have been modified in any way by any party other than Magnatech; nor to products which have not been installed and operated in accordance with applicable industry standards; or to products which have been used other than under usual conditions for which they are designed; nor to products that have not received proper care, protection and maintenance under supervision of competent personnel.

UTILIZATION FOR INTENDED PURPOSE ONLY:

The Tubemaster, Pipemaster, and Pipeliner systems are intended to be used SOLELY for GTAW or GMAW/FCAW orbital welding applications. Any other use is deemed to be "not for the intended purpose" and the manufacturer shall not be liable for any damage resulting there from.

Utilization for the intended purpose includes:

- observance of all instructions in the operating manual
- performance of all prescribed inspection and maintenance work

Magnatech products are intended for purchase and use by commercial/industrial users and persons trained and experienced in the use and maintenance of welding equipment.

PERFORMANCE OF WARRANTY REPAIRS – LOCATION:

Magnatech's obligation under this warranty shall be limited to the repair or replacement, at its option, of any goods or any components or parts thereof sold by Magnatech to Buyer that prove to be defective upon Magnatech's examination. Returned goods shall be delivered F.O.B. Magnatech's plant, East Granby, Connecticut, at Buyers risk and expense.

DISCLAIMER:

Magnatech shall not be otherwise liable for any damages including but not limited to incidental damage, consequential damage, or special damages, whether such damages result from negligence, breach of warranty, or the result of repair and replacement activity, including, but not limited to any losses due to downtime or loss of use. Magnatech shall not be held liable for any lost profit or other damage, delay or loss which may result directly or indirectly from the adjustment, alteration, repair, maintenance, operation, or interruption thereof, of any said equipment.

There are no warranties of fitness for any particular purpose of said equipment or any other warranties (expressed, implied or statutory) concerning the performance capabilities thereof. Magnatech shall not be liable for any consequential, indirect or incidental losses or damages incurred as the result of any breach of warranty or as a result of any repair or replacement activity, including, but not limited to any losses due to down time or loss of use. Magnatech shall not be liable for any losses, injuries or damages sounding in tort, whether for the negligence of Magnatech or its agents, officers or employees or in a strict liability theory.

To the extent permitted by law, the remedies provided herein are the sole and exclusive remedies. In no event shall Magnatech be liable for direct, indirect, special incidental or consequential damages (including loss of profit), whether based on contract, tort, or any legal theory.

Any express warranty not provided herein and any implied warranty guaranty or representation as to performance, and any remedy for breach of contract tort or any other legal theory which, but for this provision might arise by implication, operation of the law, custom of trade or course of dealing including any implied warranty of merchantability or fitness for particular purpose, with respect to any and all equipment furnished by Magnatech is excluded and disclaimed by Magnatech.