

Limited Warranty

I. LIMITED WARRANTY POLICY

Weld Plus, Inc. ("WPI") warrants that re-built used machinery sold by WPI will be free from defects in materials and workmanship for a period of ninety (90) days from the date of first use of the machinery, or ninety (90) days from the date of shipment by WPI to the purchaser, whichever occurs first. The warranty herein specified is further limited as follows:

- (a) This warranty is limited to the repair or replacement of the equipment at WPI's principal business location in Cincinnati, Ohio. Shipment to and from WPI for warranty service shall be at the expense of and for the account of purchaser.
- (b) This warranty applies only to equipment specifically covered by it. Any equipment which is sold "as is, where is, without warranty," as designated on the bill of sale or other purchase documentation, is NOT covered by this Limited Warranty.
- (c) This Limited Warranty is valid and enforceable only if (i) the equipment is properly installed and operated under conditions of normal use in accordance with industry standards, including adherence to all recommendations, warnings, or instructions of WPI or the original manufacturer; and (ii) regular recommended periodic maintenance and service on the equipment has been performed and is documented; and (iii) the equipment is operated only by qualified and trained personnel; and (iv) the equipment has not been abused or overloaded or operated in an improper manner or not in accordance with its specifications; and (v) the equipment is operated in compliance with all applicable local, state or federal laws, including but not limited to the Occupational Health and Safety Act.
- (d) This Limited Warranty does NOT cover expendable parts which must be replaced under conditions of normal wear and operation.
- (e) This Limited Warranty does not cover any equipment or parts which might still be subject to an original manufacturer's warranty as well as their terms and conditions.
- (f) Warranty service will be provided only upon WPI's agreement to evaluate a claim by purchaser evidenced by WPI's issuance to purchaser of a return authorization number which shall be included on purchaser's return order, which order shall also specify the equipment in detail, its serial number, purchase date, and the problem for which warranty service is claimed. All faulty parts must be returned to WPI in order for warranty to apply.

THE FOREGOING SETS FORTH THE FULL EXTENT OF WPI'S LIMITED WARRANTY. THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES MADE OR GIVEN BY WPI, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL WPI BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ALLEGED DEFECTS OR FAILURE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO DAMAGES RELATED TO USE OR LOSS OF USE OF THE EQUIPMENT, OR DELAYS IN MANUFACTURE, DELIVERY, OR OPERATIONS RESULTING FROM USE OR NON USE OF THE EQUIPMENT. IN NO EVENT SHALL WPI'S LIABILITY UNDER THIS LIMITED WARRANTY EXCEED THE PURCHASE PRICE PAID BY PURCHASER TO WPI FOR THE EQUIPMENT.

II. ADDITIONAL LIMITED WARRANTY INFORMATION

WPI advises all purchasers that used and re-built equipment has an inherent heritage of history that may cause the equipment to have some deformation, abnormal additions to the structure, customized alterations, or changes made by prior users. WPI makes no representations or warranties about such matters or the conditions they create. The actual weld parameters to be performed by the equipment covered by this Limited Warranty are solely the customer's responsibility to attain. WPI is not responsible for the development of actual weld parameters necessary to complete any welding job. Development of all welding operations and procedures, including correct safety and maintenance practices, are the complete responsibility of third party users and not WPI. Since many factors affect the performance of welding operations, including part preparation, handling issues, cleanliness, joint condition and joint design, as well as selection and quality of welding gas, flux, wire, etc., WPI makes no representations or warranties concerning whether the equipment subject to this Limited Warranty will be suitable for the needs of purchaser or end user. These issues and choices are ultimately the responsibility of the user to allow for best practices when welding the part.

For information about this Limited Warranty, or to obtain a return authorization number, please contact the Service Department at 513-941-4411, ext. 122. A purchase order may be required. The model and serial number of the equipment must be attained as well as any symptoms of failure so a proper assessment may be made as to the validity of the claim and to allow WPI to take proper action.

III. MDNA GUIDELINES

WPI subscribes to the rules and guidelines of the Machinery Dealers National Association ("MDNA") which stand separate and apart from the Limited Warranty described herein. In respect to equipment sold by WPI which is subject to the MDNA guidelines in lieu of this Limited Warranty, as noted on the purchase documentation, WPI will abide by the MDNA guidelines.