

## Effective July 1, 2013

## (For Oxy-Fuel and Pressure Regulation Equipment with a date code of BDG or newer)

This limited warranty supersedes all previous Miller warranties and is exclusive with no other quarantees or warranties expressed or implied.

LIMITED WARRANTY - Subject to the terms and conditions below, Miller Electric Mfg. Co., Appleton, Wisconsin, warrants to its original retail purchaser that new Miller equipment sold after the effective date of this limited warranty is free of defects in material and workmanship at the time it is shipped by Miller. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WAR-RANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS. Within the warranty periods listed below, Miller will repair or replace any warranted parts or components that fail due to such defects in material or workmanship. Miller must be notified in writing within thirty (30) days of such defect or failure, at which time Miller will provide instructions on the warranty claim procedures to be followed. Miller shall honor warranty claims on warranted equipment listed below in the event of such a failure within the warranty time periods. All warranty time periods start on the delivery date of the equipment to the original end-user purchaser, and not to exceed one year after the equipment is shipped to a North American distributor or eighteen months after the equipment is shipped to an International distributor.

- Lifetime Warranty Parts and Labor
  - \* Torch Handles, Cutting Attachments, Straight Cutting Torches and Machine Torches stamped with a "LIFETIME" inscription. The use of tips other than genuine Miller tips may void the lifetime warranty.
- 3 Years Parts and Labor

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- \* Toughcut Outfits, Series 30, 32, 35, 36, 40, 46 Regulators, and all Flowmeters, Flow Gauges, and Flowmeter Regulators
- 2 Years Parts and Labor
- \* Series 250, 820, and Smith-Branded Specialty Gas Regulators
- 1 Year Parts and Labor
  - \* Gas Axe Cutting Torches, HVAC/Purge Regulators, 3-Stage Nitrogen Low-Pressure Blanketing Regulators, Gas Savers, Gas Mixers, and all other Oxy-Fuel Products
  - SMITH BRANDED PRODUCTS
    - The Little Torch, Quickbraze Torch, Handi-Heet/Silver Smith Torch
- 90 Days Parts and Labor
  - Corrosive Service Regulators

## Miller's True Blue® Limited Warranty shall not apply to:

- Consumable components; oxy-fuel cutting, welding, and heating tips, or parts that fail due to normal wear.
- Items furnished by Miller, but manufactured by others. These items are covered by the manufacturer's warranty, if any.
- Equipment that has been modified by any party other than Miller, or equipment that has been improperly installed, improperly operated or misused based upon industry standards, or equipment which has not had reasonable and necessary maintenance, or equipment which has been used for operation outside of the specifications for the equipment.

MILLER PRODUCTS ARE INTENDED FOR PURCHASE AND USE BY COMMERCIAL/INDUSTRIAL USERS AND PERSONS TRAINED AND EXPERIENCED IN THE USE AND MAINTENANCE OF WELDING EQUIPMENT. In the event of a warranty claim covered by this warranty, the exclusive remedies shall be, at Miller's option: (1) repair; or (2) replacement; or, where

authorized in writing by Miller in appropriate cases, (3) the reasonable cost of repair or replacement at an authorized Miller service station; or (4) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the goods at customer's risk and expense. Miller's option of repair or replacement will be F.O.B., Factory at Appleton, Wisconsin, or F.O.B. at a Miller authorized service facility as determined by Miller. Therefore no compensation or reimbursement for transportation costs of any kind will be allowed. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL MILLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, IN-CIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT), WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LE-GAL 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 PROVI-SION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING ANY IMPLIED WAR-RANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PUR-POSE, WITH RESPECT TO ANY AND ALL EQUIPMENT FURNISHED BY MILLER IS EXCLUDED AND DISCLAIMED BY MILLER.

Some states in the U.S.A. do not allow limitations of how long an implied warranty lasts, or the exclusion of incidental, indirect, special or consequential damages, so the above limitation or exclusion may not apply to you. This warranty provides specific legal rights, and other rights may be available, but may vary from state to state. In Canada, legislation in some provinces provides for certain additional warranties or remedies other than as stated herein, and to the extent that they may not be waived, the limitations and exclusions set out above may not apply. This Limited Warranty provides specific legal rights, and other rights may be available, but may vary from province to province.

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