

# **Statement of Warranty**

#### LIMITED WARRANTY:

Subject to the terms and conditions established below, Thermal Dynamics ⊚ Corporation warrants to the original retail purchaser that new Thermal Dynamics CUTMASTER™ plasma cutting systems sold after the effective date of this warranty are free of defects in material and workmanship. Should any failure to conform to this warranty appear within the applicable period stated below, Thermal Dynamics Corporation shall, upon notification thereof and substantiation that the product has been stored operated and maintained in accordance with Thermal Dyna mics' specifications, instructions, recommendations and recognized industry practice, correct such defects by suitable repair or replacement.

#### This warranty is exclusive and in lieu of any warranty of merchantability or fitness for a particular purpose.

Thermal Dynamics will repair or replace, at its discretion, any warranted parts or components that fail due to defects in mater ial or workmanship within the

time periods set out below. Thermal Dynamics Corporation must be notified within 30 days of any failure, at which time Thermal Dynamics Corporation

will provide instructions on the warranty procedures to be implemented.

Thermal Dynamics Corporation will honor warranty claims submitted within the warranty periods listed below. All warranty periods begin on the date

of sale of the product to the original retail customer or 1 year after sale to an authorized Thermal Dynamics Distributor.

#### LIMITED WARRANTY PERIOD

Product	Power Supply Components (Parts and Labor)		Torch and Leads (Parts and Labor)
	U.S.	Non U.S.	
CUTMASTER™ 42	4 Years	3 Years	1 Year
CUTMASTER™ 52	4 Years	3 Years	1 Year
CUTMASTER™ 82	4 Years	3 Years	1 Year
CUTMASTER™ 102	4 Years	3 Years	1 Year
CUTMASTER™ 152	4 Years	3 Years	1 Year

### This warranty does not apply to:

- 1. Consumable Parts, such as tips, electrodes, shield cups, o-rings, starter cartridges, gas distributors, fuses, filters.
- 2. Equipment that has been modified by an unauthorized party, improperly installed, improperly operated or misused based upon industry standards.

## In the event of a claim under this warranty, the remedies shall be, at the discretion of Thermal Dynamics Corporation:

- 1. Repair of the defective product.
- 2. Replacement of the defective product.
- 3. Reimbursement of reasonable costs of repair when authorized in advance by Thermal Dynamics.
- 4. Payment of credit up to the purchase price less reasonable depreciation based on actual use.

These remedies may be authorized by Thermal Dynamics and are FOB West Lebanon, NH or an authorized Victor Technologies service station. Product returned for service is at the owner's expense and no reimbursement of travel or transportation is authorized. **LIMITATION OF LIABILITY:** Thermal Dynamics Corporation shall not under any circumstances be liable for special or consequential damages such as,but not limited to, damage or loss of purchased or replacement goods or claims of customer of distributors (hereinafter "Purchaser") for service interruption. The remedies of the Purchaser set forth herein are exclusive and the liability of Thermal Dynamics with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, or use of the goods covered by or furnished by Thermal Dynamics whether arising out of contract, negligence, strict tort, or under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the goods upon which liability is based.

This warranty becomes invalid if replacement parts or accessories are used which may impair the safety or performance of any Thermal Dynamics product.

This warranty is invalid if the Thermal Dynamics product is sold by non - authorized persons. Effective September 4, 2007\