

MIGATRONIC CONDITIONS OF WARRANTY



Migatronic (which is hereinafter referred to as "the Supplier") continuously carries out quality control throughout the manufacturing process as well as check of the complete units through comprehensive testing.

The Supplier provides warranty in accordance with the following provisions, by correcting errors and defects on units, that demonstrably and within the warranty period may have been caused by faulty material or workmanship.

A. Warranty period

Article 1.1

The warranty period is 24 months for new welding machines, 12 months for new accessories and 6 months for spare parts. The warranty period is calculated from the date of invoice to the end user from the Supplier or the Supplier's dealer/distributor. The original invoice is proof of the warranty period.

Article 1.2

CoWelder solutions: the warranty period for spare parts used for the robot unit (UR robot incl. control) is 12 months. All other costs relating to hours of labour, transport and shipment are not covered by the warranty. For further details, refer to the warranty conditions of the robot supplier Universal Robots. Warranty repairs on the robot unit will be carried out at the address of the robot supplier. The warranty period for welding machines (cf. article 1.3) and other parts of the CoWelder solution is 24 months. The warranty period is calculated from the date of invoice to the end user from the Supplier or the Supplier's dealer/distributor. The original invoice is proof of the warranty period.

Article 1.3

The warranty period is 24 months for new welding machines incorporated in robotic, automated and CoWelder solutions. The warranty period is calculated from the date of invoice to the end user from the Supplier or the Supplier's dealer/distributor. The original invoice is proof of the warranty period.

Article 1.4

The warranty period can be extended to up to 60 months on selected parts by registration at www.migatronic.com
of new welding machines not later than 30 days after the date of purchase. By registering, the end user gives the Supplier permission to use and save the information provided. After registration, the end user will receive a warranty certificate by e-mail from the supplier. The original invoice, indicating the date of purchase, and the warranty certificate are proof of the warranty period. The registration commits the end user to at least one yearly maintenance check-up of the welding machine, carried out and invoiced by the Supplier or the Supplier's authorized service partner. In case of non-fulfilment of maintenance check-ups, the extended warranty period no longer applies.

The following welding machines fall within the scope of the extended warranty: Automig, Automig-i, MIGx series, Sigma Select, Sigma One, Omega series, Sigma series, Sigma Galaxy, Pi series, Pi Plasma, Zeta.

60 months* warranty can be provided for transformers, chokes and rectifiers and 36 months* warranty can be provided for power modules, wire feed units, fans and cooling units.

*) 60 months warranty on materials and 36 months warranty on labour and materials.

Article 2

Welding torches and intermediary cables are considered as wearing parts, and only errors and defects found within 12 months upon delivery and due to faulty material or workmanship, will be considered under warranty.

Article 3

Warranty repairs neither extend nor renew the warranty period.

B. Scope of warranty

Article 4

An error of defect acknowledged by the Supplier as being covered by the warranty, will be corrected by repair or replacement/exchange of the defective part(s). The decision to repair or replace/exchange is made by the Supplier. Parts replaced/exchanged thereby become property of the Supplier.

Article 5

The Supplier's warranty obligations only include the costs of parts and labour used. Any other losses or expenses are not covered by the warranty. Warranty repairs must be carried out by the Supplier or the Supplier's authorized service partner.



C. Conditions beyond warranty

Article 6

Any transport of goods or persons in connection with a warranty claim is not covered under the Supplier's warranty obligation and will therefore be at the buyer's expense and risk.

Article 7

The following are not covered by the warranty:

- Parts that are subject to wear caused by use or other natural wear, including welding torches and cables as well as errors in welding machines and CoWelder solutions, caused by wear and tear due to use or other natural wear.
- Errors in welding machines and CoWelder solutions, caused by a breach in following the operating
 instructions, abnormal environmental and operational impacts, supply failures, overload or failure of
 service and maintenance.
- Errors in welding machines and CoWelder solutions, caused by use of optional accessories or spare parts that are not original parts supplied by the Supplier.
- Errors in welding machines and CoWelder solutions, caused by use of incorrect or non-original wearing parts (welding torches, contact tips, liners, etc).
- Welding machines and CoWelder solutions that have been exposed to repairs not carried out by the Supplier or a service partner authorized by the Supplier.
- Welding machines and CoWelder solutions that have been exposed to alterations or additions not carried out/approved by the parent company Migatronic A/S, Fjerritslev, Denmark.

D. Miscellaneous

Article 8

Warranty claims must be submitted directly to the Supplier or the Supplier's authorized service partner along with the original invoice, containing invoice date, serial number and product description. By submitting, the welding machine must be fully assembled.

Article 9

Any claims beyond the right to rectification of errors and defects, as mentioned in these conditions of warranty, are irrelevant to the Supplier

Article 10

All disputes arising out of these Warranty Conditions shall be governed and construed in accordance with Danish law without giving effect to its conflict of laws principles.

Article 11

To the extent otherwise not specified in these Conditions of warranty, the Supplier's General Terms of Sale and Delivery apply, including the limitations of liability contained herein.