

1.07 Statement of Warranty

LIMITED WARRANTY: Victor Thermal Dynamics® Corporation (hereinafter “Thermal”) warrants that its products will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within the time period applicable to the Thermal products as stated below, Thermal shall, upon notification thereof and substantiation that the product has been stored, installed, operated, and maintained in accordance with Thermal’s specifications, instructions, recommendations and recognized standard industry practice, and not subject to misuse, repair, neglect, alteration, or accident, correct such defects by suitable repair or replacement, at Thermal’s sole option, of any components or parts of the product determined by Thermal to be defective.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY: Thermal 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 customers of distributor (hereinafter “Purchaser”) for service interruption. The remedies of the Purchaser set forth herein are exclusive and the liability of Thermal 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 any goods covered by or furnished by Thermal 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 such liability is based.

THIS WARRANTY BECOMES INVALID IF REPLACEMENT PARTS OR ACCESSORIES ARE USED WHICH MAY IMPAIR THE SAFETY OR PERFORMANCE OF ANY THERMAL PRODUCT.

THIS WARRANTY IS INVALID IF THE PRODUCT IS SOLD BY NON-AUTHORIZED PERSONS.

The limited warranty periods for this product shall be: A maximum of three (3) years from date of sale to an authorized distributor and a maximum of two (2) years from date of sale by such distributor to the Purchaser, and with further limitations on such two (2) year period (see chart below).

	Parts	Labor
Ultra-Cut XT™ and Auto-Cut XT™ Power Supplies and Components	2 Years	1 Year
<u>Torch And Leads</u>		
XT™ / XT™-301 Torch (Excluding Consumable Parts)	1 Year	1 Year
<u>Repair/Replacement Parts</u>	90 Days	90 Days

Warranty repairs or replacement claims under this limited warranty must be submitted by an authorized Thermal Dynamics® repair facility within thirty (30) days of the repair. No transportation costs of any kind will be paid under this warranty. Transportation charges to send products to an authorized warranty repair facility shall be the responsibility of the customer. All returned goods shall be at the customer’s risk and expense. This warranty supersedes all previous Thermal warranties.

Effective October 23, 2012