

## 12 Warranty Information



### **WIA Gold Shield 3 Year Warranty**

**Effective 1st February 2011**

**At WIA, we are serious about product quality.**

**Every new Weldmatic and Weldarc machine comes fully backed by the WIA 'Gold Shield 3 Year Warranty', covering parts and workmanship, so you can be guaranteed you're buying reliability and performance.**

This limited warranty supersedes all previous WIA (Welding Industries of Australia) warranties and is exclusive with no other guarantees or warranties expressed or implied.

#### **Limited Warranty**

Subject to the terms and conditions below, WIA warrants to its original retail purchaser that new WIA 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 WIA.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS.

Within the warranty periods listed below, WIA will repair or replace any warranted parts or components that fail due to such defects in material or workmanship. WIA must be notified in writing within thirty (30) days of such defect or failure, at which time WIA will provide instructions on the warranty claim procedures to be followed.

WIA shall honour warranty claims on warranted equipment in the event of such a failure within the warranty time periods. All warranty time periods start on the date that the equipment was delivered to the original retail purchaser, or 18 months after the equipment date of manufacture, whichever is the earlier.

**Parts and workmanship on Weldarc and Weldmatic equipment are covered for a period of 3 years (except for gas regulator, gun cable and consumables listed below.)**

Items replaced under original warranty are warranted for the remainder of the original equipment warranty, or for a period of ninety (90) days, whichever is the greater.

Gas regulator and gun/cable assembly are warranted for 90 days.

WIA's Limited Warranty shall not apply to:

- 1 Consumable components; such as contact tips, cutting nozzles, contactors, brushes, relays or parts that fail due to normal wear.
- 2 Equipment that has been modified by any party other than WIA, 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.

WIA 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 WIA's option: (1) repair; or (2)

(2) replacement; or, where authorised in writing by WIA in appropriate cases, (3) the reasonable cost of repair or replacement by an authorised WIA service agent; 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.

WIA's option of repair or replacement will be F. O. B. Warehouse at Melrose Park, Adelaide, or F. O. B. at a WIA authorised service facility as determined by WIA. 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 WIA BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT), WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTEE OR REPRESENTATION AS TO PERFORMANCE, AND ANY REMEDY FOR BREACH OF CONTRACT TORT OR ANY OTHER

LEGAL THEORY WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, WITH RESPECT TO ANY AND ALL EQUIPMENT FURNISHED BY WIA IS EXCLUDED AND DISCLAIMED BY WIA.