

Products of Trafimet Group S.p.A. are designed and tested for professional industrial environments and are covered by a limited global warranty as specified below. This limited global warranty ("Warranty") applies to new products sold after October 1<sup>st</sup>, 2023 that are listed below in section named Validity.

This Warranty is provided by Trafimet Group S.p.A. (hereinafter "Trafimet" or "Manufacturer") and shall apply between Trafimet and a corporate customer who has purchased a Product directly from Trafimet or from an authorized Trafimet dealer (such customer being referred to as a "Customer" and Trafimet and/or authorized Trafimet dealers are both referred to as "Reseller").

This Warranty is not provided for consumers. Possible warranties for consumers shall be provided by the reseller or supplier of the Product. This Warranty is limited to these terms and conditions. In the event a reseller or supplier provides a warranty that is more extensive than this Warranty, Trafimet shall not, under any circumstances, be liable for any rights, obligations, actions or omissions that are more extensive than provided under this Warranty or any features, defects, errors or failures not covered by this Warranty.

Effective October 1<sup>st</sup>, 2023

## Validity

Trafimet warrants that its Products are free from defects in materials and workmanship, free from design defects, and fit for their original purpose for the Warranty periods defined below separately for each concerned category of Products (each separately being a "Warranty Period").

a) Welding & Cutting Torches

Maximum Warranty Period is **6 months (one-shift work)** from the sales date stated on the invoice/sales receipt. In order to gain the full Warranty Period, an original invoice/sales receipt demonstrating the purchase date must be available on request and must be kept during the warranty period.

b) Cold wire feeder units (EASY 400 PLUS)

Maximum Warranty Period is **1 year (one-shift work)** from the sales date stated on the invoice/sales receipt. In order to gain the full Warranty Period, the following conditions must be met:

(i) an original invoice/sales receipt demonstrating the purchase date must be available on request and must be kept during the warranty period,

- (ii) the Product may not be leased to third parties.

In case the conditions (i) are not met, the maximum Warranty Period of **1 year (one-shift work)** will be started from the sales date of Trafimet to the reseller.

- c) Auto-darkening welding filters (ADF)  
Maximum Warranty Period is **6 months (one-shift work)** from the date of sale, and in order to gain the full Warranty Period, an original invoice/sales receipt demonstrating the purchase date must be available on request and must be kept during the warranty period.
- d) Powered air purifying respirators (PAPR) and air regulation valves  
Maximum Warranty Period is **1 year (one-shift work)** from the date of sale, and in order to gain the full Warranty Period, an original invoice/sales receipt demonstrating the purchase date must be available on request and must be kept during the warranty period.
- e) All re-chargeable batteries and chargers  
Maximum Warranty Period is **1 year (one-shift work)** from the date of sale, and in order to gain the full Warranty Period, an original invoice/sales receipt demonstrating the purchase date must be available on request and must be kept during the warranty period.

### Scope of the Warranty

During the Warranty Period the Manufacturer is responsible for i) reparation or ii) replacement of the defective Product and this is at Trafimet's option. The Manufacturer may, at its sole discretion, choose to refund the payment price for the defective Product. The Product is regarded as defective, if it does not substantially function in accordance with specifications of the Operating Manual.

The Manufacturer is not responsible for payments of any taxes, levies, transportation and/or customs clearance costs in relation to possible dispatching of Products or spare parts needed for reparation of the Product under the Warranty. Such payments shall be borne by the Customer. In case the Manufacturer would be obliged to pay such costs in relation to the repayment work, the Manufacturer shall invoice such costs from the Customer. When a Product or a part is exchanged, any replacement item becomes the Customer's property and any replaced item becomes Manufacturer's property. When a refund is given, the Product must be returned to the Manufacturer (if separately asked by the Manufacturer) and it becomes the Manufacturer's property.

In any Warranty claim case, the Customer should contact with Trafimet dealer/reseller without

delay. Defects or malfunctions must be reported to Trafimet Group S.p.A. within eight (8) days from the date of discovery.

Packing, transportation and insurance costs in relation to dispatching the Product to the Trafimet dealer/reseller shall be borne by the Customer. When returning a Product for the Warranty repair or replacement, the Customer needs to provide a written report describing the operating conditions as a precondition for the Warranty claim to be approved by the Manufacturer. Further, the Manufacturer is entitled to ask for additional information about the operating conditions before accepting the Warranty claim. The Customer is entitled to get the Product repaired by Trafimet. The validity of the Product's Warranty Period may be verified against the original invoice/sales receipt. However, it is recommended that the Customer provides the Trafimet dealer/reseller with the purchase receipt and / or registration document. Furthermore, the Product's serial number -if exists- must be legible at the time of the Warranty claim (the serial number -if exists- can be found in the Product specification plate or directly on the Product itself or on any part of the Product).

### **Limitations of the Warranty**

This Warranty does NOT cover the following:

1. Defects caused by natural wear and tear, non-compliance with operating and maintenance instructions, connection to incorrect or faulty mains supply voltage (including voltage surges outside the equipment's specification), incorrect gas pressure, overloading, transport or storage damage, fire or damage due to natural causes, e.g., lightning or flooding.
2. Expenses for troubleshooting, direct or indirect travelling costs, daily allowances or accommodation.
3. Consumables of welding & cutting torches, remote controls, cables/cable assemblies, wire feed unit feed rollers/guide tubes and all other consumables which are not listed above in section named Validity.

The Warranty may be void, if other than manufacturer's consumables/spare parts are used with the Product. Warranty is also void if modifications are made to the Product without a prior written approval of the Manufacturer, if repair or maintenance work has been carried out on the Product using other than manufacturer's consumables/spare parts, if instructed maintenance for the Product is ignored, or if the repair is not carried out by an authorized Trafimet service provider.

If the troubleshooting shows that the defect shall not fall within the Warranty, the repair work to be performed thereafter shall not be covered by the Warranty, and the Manufacturer or Trafimet

service provider shall be entitled to remuneration for such repair work. The Manufacturer shall in no event be responsible for any third party expenses or expenses/costs exceeding the Product's original purchase price or any indirect or consequential expenses/costs.

To the fullest extent allowed by law, the Manufacturer will have no other obligation with regard to the Products except as stated in this limited Warranty. To the fullest extent allowed by law, the Warranty is the sole and exclusive remedy for any defects in the Products and the Manufacturer hereby expressly disclaims all other warranties, expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose. In no event shall the Manufacturer be responsible for incidental, consequential, punitive or liquidated damages, including but not limited to loss of earning or other indirect damages and losses. If the Manufacturer cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this Warranty and to repair or replacement as determined by the Manufacturer in its sole discretion.

#### **Warranty period after the Warranty repair / Spare parts warranty**

After a Warranty repair, carried out by an authorized Trafimet service supplier, the remaining Warranty Period of the repaired or replaced Product or its part equals the remaining Warranty Period of the original Product.

#### **Governing law and disputes**

These Warranty terms and conditions shall be governed by and construed in accordance with the laws of Italy, excluding its choice of law provisions as well as the Convention on Contracts for the International Sale of Goods.

Any contractual disputes are primarily settled through negotiations. In case the customer and the Manufacturer are not able to settle the dispute through negotiations, any dispute controversy or claim arising out of or relating to these Warranty terms and conditions or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Italy Chamber of Commerce. The number of arbitrators shall be one (1), The seat of arbitration shall be Vicenza, Italy and the language of the proceedings shall be Italian.

Edition 10/2023