

UPTIME CORROSION & MATERIALS CONSULTANTS LTD WARRANTY

Effective Date: October 2017



STATEMENT OF LIMITED WARRANTY

Subject to the terms and conditions below, Uptime Corrosion & Materials Consultants Ltd, Aberdeen (seller) warrants to its original end user (purchaser) that new Uptime welding equipment (collectively called the "Goods") sold after the effective date of this limited warranty is free of defects in material and workmanship at the time it is shipped by Uptime. 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, Uptime will repair or replace any warranted parts or components that fail due to such defects in material or workmanship. Uptime must be notified in writing within thirty (30) days of such defect or failure, at which time Uptime will provide instructions on the warranty claim procedures to be followed. If notification is submitted as an online warranty claim, the claim must include a detailed description of the fault and the troubleshooting steps taken to identify failed components and the cause of their failure.

Uptime shall honour warranty claims on warranted equipment listed below in the event of such a failure within the warranty time periods. All warranty time periods start on the delivery date of the equipment to the original end-user purchaser, and not to exceed twelve months after the equipment is shipped to the purchaser.

WARRANTY PERIOD

Uptime will assume both the parts and labour expense of correcting defects during the warranty period. All warranty periods start from the date of purchase from Uptime to the original End User or from the date of manufacture if proof of purchase is not available.

Warranty period are as follows:

1 Year: Parts and Labour Unless Specified

All Uptime welding machines and plasma cutting machines

90 Days: Parts and Labour Unless Specified

All Uptime ARC, MIG, TIG and Plasma, Spool guns, torches and cable assemblies

30 Days: Parts and Labour Unless Specified

All accessories; this includes hoses, filters, belts and hose adapters.

Uptime's Corrosion & Materials Consultants Limited Warranty shall not apply to:

- 1. Consumable components; such as contact tips, cutting nozzles, contactors, brushes, relays, work station table tops and welding curtains, or parts that fail due to normal wear.**
2. Expendable parts: Uptime is not responsible for the replacement of any expendable part that is required due to normal wear.
3. Uptime is not responsible for cable wear and consequential damage resulting from cable wear due to flexing and abrasion. End user is responsible for routine inspection of cables for possible wear and to remedy the issue prior to cable failure.
4. Equipment that has been modified by any party other than Uptime, 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 or defect due to natural wear, incorrect power supply or Transport damage. UPTIME PRODUCTS ARE INTENDED FOR PURCHASE AND USE BY COMMERCIAL/INDUSTRIAL USERS AND PERSONS TRAINED AND EXPERIENCED IN THE USE AND MAINTENANCE OF WELDING EQUIPMENT.

WARRANTY REPAIR

In the event of a warranty claim covered by this warranty, the exclusive remedies shall be, at Uptime's option: (1) repair; or (2) replacement; or, where authorized in writing by Uptime in appropriate cases, (3) the reasonable cost of repair or replacement at an authorized Uptime service station; 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. Uptime's liability under this warranty shall not exceed the cost of correcting the defect of the Uptime.

Uptime's option of repair or replacement will be at our Aberdeen facility. Therefore no compensation or reimbursement for transportation costs of any kind will be allowed. At Uptime's request, the purchaser must return, to Uptime any "Goods" claimed defective under Uptime's warranty. The purchaser is responsible for any transport and packaging cost for shipment to and from Uptime.

TO THE EXTENT PERMITTED BY LAW, THE REMEDIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL UPTIME BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS, PROFIT ETC), CAUSED BY THE DEFECT OR THE TIME INVOLVED TO CORRECT THE DEFECTS WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY 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 UPTIME IS EXCLUDED AND DISCLAIMED BY UPTIME.