

Kemppi welding machines, 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 electrically powered products sold after July 1st 2010, displaying a Kemppi serial number, unless otherwise informed by a Kemppi representative in writing as well as selected original parts of Kemppi welding machines that are listed below in section named Validity (together the "**Products**").

This Warranty is provided by Kemppi Oy (hereinafter "**Kemppi**" or "**Manufacturer**") and shall apply between Kemppi and a corporate customer who has purchased a Product directly from Kemppi or from an authorized Kemppi dealer (such customer being referred to as a "**Customer**" and Kemppi and/or authorized Kemppi dealers are both referred to as "**Reseller**"). A list of all authorised Kemppi dealers can be found at [warranty.kemppi.com](http://warranty.kemppi.com).

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, Kemppi 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 January 1, 2020

## Validity

Kemppi warrants that its Products are free from defects in materials and workmanship under normal use for the Warranty periods defined below separately for each concerned category of Products (each separately being a "Warranty Period").

- a) **Control panels, FastSteel welding machines, and machines for mechanized welding.** For these Products, the maximum Warranty Period is 2 years (one-shift work) or 1 year (two-shift work) from the sales date stated in the Product registration form, stored in Manufacturer's extranet system. In order to gain the full Warranty Period, the registration must be completed by the Reseller within one year from the delivery of the Product to the reseller or supplier by the Manufacturer. Otherwise the Warranty Period shall be shortened correspondingly.
- b) **Power sources, wire feeders, and cooling units.**  
For these Products, the maximum Warranty Period is 3 years (one-shift work) or 1,5

years (two-shift work) from the sales date stated in the Product registration form, stored in Manufacturer's extranet system. In order to gain the full Warranty Period, the following conditions must be met:

- (i) the registration in the Manufacturer's extranet system must be completed by the Reseller within one year from the delivery of the Product to the Reseller by the Manufacturer,
- (ii) the Customer must register the Product in the Manufacturer's online Customer registration system within 2 months from the date of purchase,
- (iii) the Product may not be leased to third parties, and
- (iv) an original sales receipt demonstrating the purchase date must be available on request.

In case the conditions (ii) – (iv) are not met, the maximum Warranty Period is 2 years (one-shift work) or 1 year (two-shift work) from the sales date stated in the Product registration form, stored in Manufacturer's extranet system by the Reseller. In addition, in case the condition (i) is not met, the maximum Warranty Period shall be shortened correspondingly.

**c) Auto-darkening welding filters (ADF), powered air purifying respirators (PAPR) and air regulation valves.**

For these Products, the Warranty Period is 2 years from the date of sale, and the Warranty is provided against the original sales receipt.

**d) All batteries and chargers.**

For these Products, the Warranty Period is 1 year from the date of sale, and the Warranty is provided against the original sales receipt.

### Scope of the Warranty

During the Warranty Period the Manufacturer is responsible for i) reparation or ii) replacement of the defective Product. 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 Warranty covers both spare parts and determined labor provision provided by an authorized Kemppi service supplier. A list of all authorised Kemppi service suppliers can be found at [www.kemppi.com](http://www.kemppi.com). 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 an authorized Kemppei service supplier without delay. Packing, transportation and insurance costs in relation to dispatching the Product to the nearest authorized Kemppei service supplier shall be borne by the Customer (see [www.kemppi.com](http://www.kemppi.com) for your nearest location). When returning a Product for the Warranty reparation 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 any authorized Kemppei service supplier. The validity of the Product's Warranty Period may be verified from the Manufacturer's extranet system. However, it is recommended that the Customer provides the authorized Kemppei service supplier with the purchase receipt and / or registration document. Furthermore, the Product's serial number must be legible at the time of the Warranty claim (the serial number can be found in the Product specification plate).

### **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. Welding face shields, welding torches and guns and their consumable parts, remote controls, cables, wire feed unit feed rolls and guide tubes.

The Warranty may be void, if other than Kemppi branded welding torches or guns 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 Kemppi branded spare parts or consumables, if instructed maintenance for the Product is ignored, or if the repair is not carried out by an authorized Kemppi 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 Kemppi 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 Kemppi service supplier, the remaining Warranty Period of the repaired or replaced Product or its part equals the remaining

Warranty Period of the original Product. If purchased separately, the spare parts have a Warranty period of six (6) months.

### **Governing law and disputes**

These Warranty terms and conditions shall be governed by and construed in accordance with the laws of Finland, 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 Finland Chamber of Commerce. The number of arbitrators shall be one (1), The seat of arbitration shall be Helsinki, Finland and the language of the proceedings shall be Finnish.