

H&S AUTOSHOT LIMITED WARRANTY

This limited warranty supersedes all previous **H&S Autoshot (H&S)** warranties and is exclusive with no other guarantees or warranties expressed or implied.

LIMITED WARRANTY - Subject to the terms and conditions hereof, H&S warrants to its original retail purchaser that new **H&S Autoshot** 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 H&S Autoshot. 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, H&S will repair or replace any warranted parts or components that fail due to such defects in material or workmanship provided that H&S is notified in writing within thirty (30) days of such defect or failure. Upon receipt of written notification, H&S will provide instructions on the warranty claim procedures to be followed and issue a Return Goods Authorization (RGA) if required. H&S, at their sole discretion, will determine warrantable failures within 3 working days of receipt of product. In the event the defect is not warranty related, H&S will provide repair cost estimate to sender.

In the event of a warranty claim covered by this warranty, the exclusive remedies shall be at H&S's option: (1) repair; or (2) replacement; or, where authorized in writing by H&S in appropriate cases, (3) the reasonable cost of repair or replacement at an authorized H&S 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. H&S's option of repair or replacement will be F.O.B., Factory, Mooresville, NC, Therefore no compensation or reimbursement for transportation costs of any kind will be allowed. In all cases, after 30 days of original receipt the equipment will be returned to sender at their expense or disposed of by H&S.

All warranty time periods start either on the date that the equipment was delivered to the original equipment end-user, or eighteen months after the equipment was sent to a private-label reseller, in all cases the shortest time-period supersedes all other.

H&S shall honor warranty claims on warranted equipment listed below in the event of such a failure within the warranty time periods.

3 Years - Parts and Labor

Main & Control Transformers, Main Power Rectifier and Inverter Power Supply

1 Year - Parts and Labor

Wire-feed Motor, Wire-feed Control Boards, Relays, Contactors, Regulators, Capacitors, Solenoid Valves, Switches and Cooling Fans

90 Days – Parts and Labor

MIG Guns, TIG Torches and Plasma Torches (Limited to handles, cables and connectors)

Excluded Items

Consumable components such as, but not limited to, contact tips, nozzles, gas diffusers, slip rings, drive rolls, cutting tips, electrodes, swirl rings, shield caps, collets, cups, external cables, clamps, or parts that fail due to normal wear. Equipment that has been modified by any party other than H&S. Equipment that has been improperly installed, operated or misused based upon industry standards. Equipment that has not had reasonable maintenance. Equipment that has been used for operation outside of the specifications for the equipment.

H&S PRODUCTS ARE INTENDED FOR PURCHASE AND USE BY COMMERCIAL/INDUSTRIAL USERS AND PERSONS TRAINED AND EXPERIENCED IN THE USE AND MAINTENANCE OF WELDING & PLASMA CUTTING EQUIPMENT.

TO THE EXTENT PERMITTED BY LAW, THE REMEDIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL H&S 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, 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 H&S IS EXCLUDED AND DISCLAIMED BY H&S.

Some states in the U.S.A. do not allow limitations of how long an implied warranty lasts, or the exclusion of incidental, indirect, special or consequential damages, so the above limitation or exclusion may not apply to you. This warranty provides specific legal rights, and other rights may be available, but may vary from state to state.

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