

FORNEY INDUSTRIES

ALL BUSINESS IS LOCAL

FORNEY INDUSTRIES, INC. LIMITED WARRANTY

Effective September 1, 2018

(supersedes prior warranties and is exclusive and no other warranties are implied)

Applies to the following Forney Products:

A) Equipment:

- 1) Forney® Welding Machines;
- 2) Forney® Easy Weld™ Welding Machines;
- 3) Forney® Plasma Cutting Machines;
- 4) Forney® Battery Chargers; and,
- 5) Forney® Jump Starters.

B) Auto-Darkening (AD) Welding Helmets:

- 1) Forney® AD Helmets;
- 2) Forney® Premier Series™ AD Welding Helmets;
- 3) Forney® Advantage Series™ AD Welding Helmets; and,
- 4) Forney® Master Series™ AD Welding Helmets.

C) Product:

- 1) All non-equipment and auto-darkening welding helmet Forney® product.

1) Limited Warranty: Subject to the terms and conditions below, Forney Industries, Inc., Fort Collins, Colorado, warrants to its original purchaser that new Forney Product sold after the effective date of this limited warranty is free of defects in material and workmanship at the time it is shipped by Forney and continuing for the applicable periods below. Within the warranty periods listed below, Forney, or a Forney Authorized Warranty Service Center, will replace or repair Forney Product, at Forney's sole discretion, that fail due to such defects in material or workmanship within the applicable warranty period and provided that the purchaser fully and timely satisfies the conditions in Section 3 below.

2) Warranty Eligibility & Claims Process: The original purchaser may make a valid warranty claim only if such purchaser satisfies the following conditions:

- a. Purchaser must have registered the Forney Product at: www.forneyind.com/support/product-registration.
- b. Purchaser or Authorized Warranty Service Center must contact Forney's Warranty Service at 1-800-521-6038 x605 or service@forneyind.com to get approved for warranty claims.
- c. At Forney's direction, purchaser must return the applicable Forney Product, with proof of date purchased (typically a purchase receipt) to the nearest Forney Authorized Warranty Service Center or directly to Forney Industries, Inc. If proof of purchase cannot be provided, the warranty period will start from the date of manufacture. **DO NOT RETURN FORNEY PRODUCTS TO THE RETAIL OR INDUSTRIAL OUTLET WHERE IT WAS PURCHASED. FORNEY WILL GIVE YOU OPTIONS ON SERVICE LOCATIONS.**
- d. Freight &/or packaging costs, if any, to and from the designated warranty repair location are the sole responsibility of the purchaser.

3) Warranty Period: All warranty time periods start on the date of delivery of the Forney Product to the original end-user purchaser, provided, no such period shall exceed twelve months after the Forney Product is shipped to an authorized distributor. The warranty period applicable to the Forney Products are as follows:

5 Years:

- Forney transformer based machines: transformers and rectifiers

3 Years:

- Forney Transformer Based Machines: All internal electrical components that cannot be accessed without removing the cover. The transformer and rectifiers are covered by the 5-year warranty.
- Forney Inverter Based Machines: All internal electrical components that cannot be accessed without removing the cover.
- Forney Battery Chargers: All internal electrical components that cannot be accessed without removing the cover.

2 Years:

- Forney Advantage and Master Series™ AD Welding Helmets: Helmet, to include the auto-darkening filters and associated components, free of defects in material and workmanship that may occur under normal use and care.

1 Year:

- Forney Jump Starters: Internal electrical components not including the internal battery.
- Forney AD and Premier Series™ AD Welding Helmets: Helmet, to include the auto-darkening filters and associated components, free of defects in material and workmanship that may occur under normal use and care.
- Forney Easy Weld™ Machines: All internal electrical components that cannot be accessed without removing the cover.

90 Days:

- Forney Welder and Plasma Machines: MIG guns and plasma torches.
- Forney Battery Chargers: Parts & Labor: All components and parts outside the battery charger cover, including but not limited to cables and clamps. Knobs, wheels and axle are not covered.

30 Days:

- Product: Free of defects in material and workmanship that may occur under normal use and care.

4) Warranty Exclusions:

- a. This Limited Warranty shall not apply to (i) consumables such as contact tips, cutting nozzles, felt wire cleaner, drive rollers, gas diffusers, plasma torch tips and electrodes, weld cables, tips, drill bits, abrasives, marking utensils, auto-darkening helmet cover/safety lenses, ForneyHide™ Work or Welding Gloves, (ii) Forney Products that fail due to normal wear, (iii) any damage or failure caused by the untimely replacement or maintenance of any of the previously listed consumable parts; (iv) any failure or defect that results from accident, abuse, neglect or failure to operate products in accordance with instructions provided in the owner's manual(s) supplied with the Forney Product; (v) Spatter damage on the AD Welding Helmets auto-darkening filter cartridge; (vi) Pre-delivery service, i.e. assembly and adjustment, (vii) items provided by Forney but manufactured by third parties, or (viii) results, outcomes or work product using Forney Products.
- b. This Limited Warranty is void if (i) the Forney Product has been repaired, modified or changed by anyone other than Forney Industries or its Authorized Warranty Service Center, (ii) the Forney Product has been improperly installed or operated or misused based on industry standards, (iii) the Forney Product has been used for purposes outside of the specifications or original intended use. Additionally, the Limited Warranty covering the auto-darkening welding helmet is void if the auto-darkening filter cartridge has been subjected to improper installation or is not used with the correct protective clear lenses installed properly on both sides of the filter cartridge (proper clear lenses are provided with purchase of the Premier, Advantage and Master Series® AD Welding Helmets).

5) Disclaimer; Limitations: TO THE EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER IN RESPECT TO FORNEY PRODUCTS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, FORNEY DISCLAIMS ALL OTHER EXPRESS AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FORNEY DISCLAIMS ALL INCIDENTAL, INDIRECT, SPECIAL, AND CONSEQUENTIAL LOSS, DAMAGE, LOST PROFIT OR EXPENSE. FORNEY'S MAXIMUM LIABILITY SHALL BE THE COST TO REPAIR OR REPLACE THE FORNEY PRODUCT THAT IS SUBJECT OF A VALID WARRANTY CLAIM HEREUNDER.

6) General: Forney Products are intended for purchase and use by persons trained and experienced in the use and maintenance of the Forney Products. 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. In Canada, legislation in some provinces provides for certain additional warranties or remedies other than as stated herein, and to the extent that they may not be waived, the limitations and exclusions set out above may not apply. This Limited Warranty provides specific legal rights, and other rights may be available, but may vary from province to province.

Note: For additional information about new Forney Products, visit: www.forneyind.com.