

Hypertherm Warranty Information

Attention

Genuine Hypertherm parts are the factory-recommended replacement parts for your Hypertherm system. Any damage or injury caused by the use of other than genuine Hypertherm parts is not covered by the Hypertherm warranty, and will constitute misuse of the Hypertherm Product.

You are solely responsible for the safe use of the Product. Hypertherm does not and cannot make any guarantee or warranty regarding the safe use of the product in your environment.

General

Hypertherm Inc. warrants that its Products shall be free from defects in materials and workmanship for the specific periods of time set forth herein and as follows: if Hypertherm is notified of a defect (i) with respect to the plasma power supply within a period of two (2) years from the date of its delivery to you, with the exception of Powermax brand power supplies, which shall be within a period of three (3) years from the date of delivery to you, and (ii) with respect to the torch and leads within a period of one (1) year from its date of delivery to you, with the exception of the HPRXD short torch with integrated lead, which shall be within a period of six (6) months from the date of delivery to you, and with respect to torch lifter assemblies within a period of one (1) year from its date of delivery to you, and with respect to Automation products one (1) year from its date of delivery to you, with the exception of the EDGE Pro CNC, EDGE Pro Ti CNC, MicroEDGE Pro CNC, and ArcGlide THC, which shall be within a period of two (2) years from the date of delivery to you, and (iii) with respect to HyIntensity fiber laser components within a period of two (2) years from the date of its delivery to you, with the exception of laser heads and beam delivery cables, which shall be within a period of one (1) year from its date of delivery to you.

All third-party engines, engine accessories, alternators, and alternator accessories are covered by the respective manufacturers' warranties and not covered by this warranty.

This warranty shall not apply to any Powermax brand power supplies that have been used with phase converters. In addition, Hypertherm does not warranty systems that have been damaged as a result of poor power quality, whether from phase converters or incoming line power. This warranty shall not apply to any product which has been incorrectly installed, modified, or otherwise damaged.

Hypertherm provides repair, replacement or adjustment of the Product as the sole and exclusive remedy, if and only if the warranty set forth herein properly is invoked and applies. Hypertherm, at its sole option, shall repair, replace, or adjust, free of charge, any defective Products covered by this warranty which shall be returned with Hypertherm's prior authorization (which shall not be unreasonably withheld), properly packed, to Hypertherm's place of business in Hanover, New Hampshire, or to an authorized Hypertherm repair facility, all costs, insurance and freight pre paid by the customer. Hypertherm shall not be liable for any repairs, replacement, or adjustments of Products covered by this warranty, except those made pursuant to this paragraph and with Hypertherm's prior written consent.

The warranty set forth above is exclusive and is in lieu of all other warranties, express, implied, statutory, or otherwise with respect to the Products or as to the results which may be obtained

therefrom, and all implied warranties or conditions of quality or of merchantability or fitness for a particular purpose or against infringement. The foregoing shall constitute the sole and exclusive remedy for any breach by Hypertherm of its warranty.

Distributors/OEMs may offer different or additional warranties, but Distributors/OEMs are not authorized to give any additional warranty protection to you or make any representation to you purporting to be binding upon Hypertherm.

Patent indemnity

Except only in cases of products not manufactured by Hypertherm or manufactured by a person other than Hypertherm not in strict conformity with Hypertherm's specifications and in cases of designs, processes, formulae, or combinations not developed or purported to be developed by Hypertherm, Hypertherm will have the right to defend or settle, at its own expense, any suit or proceeding brought against you alleging that the use of the Hypertherm product, alone and not in combination with any other product not supplied by Hypertherm, infringes any patent of any third party. You shall notify Hypertherm promptly upon learning of any action or threatened action in connection with any such alleged infringement (and in any event no longer than fourteen (14) days after learning of any action or threat of action), and Hypertherm's obligation to defend shall be conditioned upon Hypertherm's sole control of, and the indemnified party's cooperation and assistance in, the defense of the claim.

Limitation of liability

In no event shall Hypertherm be liable to any person or entity for any incidental, consequential direct, indirect, punitive or exemplary damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose, or otherwise, and even if advised of the possibility of such damages. Hypertherm shall not be liable for any losses to Distributor based on down time, lost production or lost profits. It is the intention of the Distributor and Hypertherm that this provision be construed by a court as being the broadest limitation of liability consistent with applicable law.

National and local codes

National and local codes governing plumbing and electrical installation shall take precedence over any instructions contained in this manual. In no event shall Hypertherm be liable for injury to persons or property damage by reason of any code violation or poor work practices.

Liability cap

In no event shall Hypertherm's liability, if any, whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, for any claim, action, suit or proceeding (whether in court, arbitration, regulatory proceeding or otherwise) arising out of or relating to the use of the Products exceed in the aggregate the amount paid for the Products that gave rise to such claim.

Insurance

At all times you will have and maintain insurance in such quantities and types, and with coverage sufficient and appropriate to defend and to hold Hypertherm harmless in the event of any cause of action arising from the use of the products.

Transfer of rights

You may transfer any remaining rights you may have hereunder only in connection with the sale of all or substantially all of your assets or capital stock to a successor in interest who agrees to be bound by all of the terms and conditions of this Warranty. Within thirty (30) days before any such transfer occurs, you agree to notify in writing Hypertherm, which reserves the right of approval. Should you fail timely to notify Hypertherm and seek its approval as set forth herein, the Warranty set forth herein shall be null and void and you will have no further recourse against Hypertherm under the Warranty or otherwise.

Waterjet product warranty coverage

Product	Parts coverage
HyPrecision pumps	27 months from the ship date, or 24 months from the date of proven installation, or 4,000 hours, whichever occurs first
PowerDredge abrasive removal system	15 months from the ship date or 12 months from the date of proven installation, whichever occurs first
EcoSift abrasive recycling system	15 months from the ship date or 12 months from the date of proven installation, whichever occurs first
Abrasive metering devices	15 months from the ship date or 12 months from the date of proven installation, whichever occurs first

On/off valve air actuators	15 months from the ship date or 12 months from the date of proven installation, whichever occurs first
Diamond orifices	600 hours of use with the use of a thimble filter and compliance with Hypertherm's water quality requirements

Consumable parts are not covered by this warranty. Consumable parts include, but are not limited to, high-pressure water seals, check valves, cylinders, bleed-down valves, low-pressure seals, high-pressure tubing, low- and high-pressure water filters and abrasive collection bags.

All third-party pumps, pump accessories, hoppers, hopper accessories, dryer boxes, dryer box accessories and plumbing accessories are covered by the respective manufacturers' warranties and not covered by this warranty.