

HOBART 5/3/1 WARRANTY

Effective January 1, 2010

Warranty Questions?

Call

1-800-332-3281

7 AM – 5 PM EST

Service

You always get the fast, reliable response you need. Most replacement parts can be in your hands in 24 hours.

Support

Need fast answers to the tough welding questions? Contact your distributor or call 1-800-332-3281. The expertise of the distributor and Hobart is there to help you, every step of the way.

Assistance

Visit the Hobart website:
www.HobartWelders.com

5/3/1 WARRANTY applies to all Hobart welding equipment, plasma cutters and spot welders with a serial number preface of MA or newer.

This limited warranty supersedes all previous Hobart warranties and is exclusive with no other guarantees or warranties expressed or implied.

Hobart products are serviced by Hobart or Miller Authorized Service Agencies.

LIMITED WARRANTY – Subject to the terms and conditions below, Hobart/Miller Electric Mfg. Co., Appleton, Wisconsin, warrants to its original retail purchaser that new Hobart 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 Hobart. 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, Hobart/Miller will repair or replace any warranted parts or components that fail due to such defects in material or workmanship. Hobart/Miller must be notified in writing within thirty (30) days of such defect or failure, at which time Hobart/Miller will provide instructions on the warranty claim procedures to be followed.

Hobart/Miller shall honor 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 retail purchaser, and not to exceed one year after the equipment is shipped to a North American distributor or eighteen months after the equipment is shipped to an International distributor.

1. 5 Years — Parts and Labor
 - * Original Main Power Rectifiers only to include SCRs, diodes, and discrete rectifier modules
 - * Reactors
 - * Stabilizers
 - * Transformers
2. 3 Years — Parts and Labor
 - * Drive Systems
 - * Idle Module
 - * PC Boards
 - * Rotors, Stators and Brushes
 - * Solenoid Valves
 - * Spot Welder Transformer
 - * Switches and Controls
3. 1 Year — Parts and Labor Unless Specified (90 days for industrial use)
 - * Accessories
 - * Batteries (Trek 180 Only)
 - * Contactors
 - * Field Options
(NOTE: Field options are covered for the remaining warranty period of the product they are installed in, or for a minimum of one year — whichever is greater.)
 - * Flowgauge and Flowmeter Regulators (No Labor)
 - * HF Units
 - * MIG Guns/TIG Torches
 - * Motor-Driven Guns
 - * Plasma Cutting Torches
 - * Regulators
 - * Relays
 - * Remote Controls
 - * Replacement Parts (No labor) – 90 days
 - * Running Gear/Trailers
 - * Water Coolant Systems
4. Engines, batteries (except Trek 180) and tires are warranted separately by the manufacturer.

Hobart's 5/3/1 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. (Exception: brushes and relays are covered on all engine-driven products.)**
2. Items furnished by Hobart/Miller, but manufactured by others, such as engines or trade accessories. These items are covered by the manufacturer's warranty, if any.
3. Equipment that has been modified by any party other than Hobart/Miller, 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.

HOBART PRODUCTS ARE INTENDED FOR PURCHASE AND USE BY COMMERCIAL/INDUSTRIAL USERS AND PERSONS TRAINED AND EXPERIENCED IN THE USE AND MAINTENANCE OF WELDING EQUIPMENT.

In the event of a warranty claim covered by this warranty, the exclusive remedies shall be, at Hobart's/Miller's option: (1) repair; or (2) replacement; or, where authorized in writing by Hobart/Miller in appropriate cases, (3) the reasonable cost of repair or replacement at an authorized Hobart/Miller 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. Hobart's/Miller's option of repair or replacement will be F.O.B., Factory at Appleton, Wisconsin, or F.O.B. at a Hobart/Miller authorized service facility as determined by Hobart/Miller. Therefore no compensation or reimbursement for transportation costs of any kind will be allowed.

TO THE EXTENT PERMITTED BY LAW, THE REMEDIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL HOBART/MILLER 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 HOBART/MILLER IS EXCLUDED AND DISCLAIMED BY Hobart/Miller.

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.

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