



# UltraTech's Tactical Welder Limited Warranty & Restocking Fee Policy

## Warranty

**LIMITED WARRANTY** - Subject to the terms and conditions below, UltraTech International, Inc. Jacksonville, Florida, warrants to its original retail purchaser that new Tactical Welders sold after the effective date of this limited warranty is free of defects in material and workmanship at the time it is shipped by UltraTech.

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS.**

Within the warranty time frames outlined herein, UltraTech will repair or replace any warranted parts or components that fail due to such defects in material or workmanship. UltraTech must be notified in writing within thirty (30) days of such defect or failure. Upon notification, UltraTech will provide instructions on the warranty claim procedures to be followed. Any warranty claim that is submitted must include a detailed description of the fault and the troubleshooting steps taken to identify failed components and the cause of their failure. UltraTech 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 Tactical Welder to the original end-user purchaser, and not to exceed twelve months after the Tactical Welder is shipped to an UltraTech distributor.

1 Year Parts and Labor on the Tactical Welder, Part Number 5400. UltraTech's Limited Warranty shall not apply to: 1. Consumable components; such as contact tips, contactors, or parts that fail due to normal wear. 2. Equipment that has been modified by any party other than UltraTech, 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.

**ULTRATECH 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 UltraTech's option: (1) repair; or (2) replacement; or, where authorized in writing by UltraTech in appropriate cases; or (3) 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. UltraTech's option of repair or replacement will be F.O.B., Factory in Boulder, Colorado or F.O.B. at any other UltraTech authorized facility as determined by UltraTech. 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 ULTRATECH 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 ULTRATECH IS EXCLUDED AND DISCLAIMED BY ULTRATECH.**

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.

Warranty Questions? Call 1-800-353-1611 or 904-292-1611 or email us at [info@ultratechbrands.com](mailto:info@ultratechbrands.com).

## Restocking Fee

A 15% fee is charged on all returns and a credit will be issued, provided: (a) the customer prepays the return freight cost\*; (b) product is received in a clean, unused condition, able to be resold without extensive cleaning or repackaging; (c) the product is received at our designated location or the location indicated on the RMA 90 days or less from date the end user received the product from UltraTech or its distributor; the product is shipped in its original packaging and shipped according to applicable shipping standards for the hazardous nature of the lithium ion batteries. UltraTech reserves the right to refuse a return if any of these conditions are not met.

\* **IMPORTANT NOTE:** Because of the size of the Tactical Welder's battery, it must be shipped in accordance with hazardous material (HAZMAT) regulations. Please contact us for more information on the requirements.

This Restocking Fee Policy is expressly in lieu of all other UltraTech Restocking Fee Policies.



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Effective Date 11.7.19