

LIMITED WARRANTY CONDITIONS FRONIUS PERFECT WELDING BUSINESS UNIT free limited warranty activation through product registration

(Valid from: 01.01.2024)

1. General

- 1.1. Fronius International GmbH (hereinafter referred to as FRONIUS) offers the option of activating a limited warranty for 3 years free of charge for the products manufactured by FRONIUS and listed in item 2.2 (hereinafter referred to as "welding systems or devices") by registering the product online. The content and scope of the warranty activated free of charge are exclusively determined by the following limited warranty conditions.
- 1.2. FRONIUS is entitled to change these limited warranty conditions at any time with effect for the future. The conditions valid at the time of activation of the limited warranty shall always apply.
- 1.3. Limited warranties are activated free of charge and are in addition to any statutory or contractual claims and rights of the person who may be entitled to the mandatory warranty provided in law.
- 1.4. By registering the product for limited warranty activation, you will also receive information from us on device maintenance and calibration, wear part instructions and other useful information related to your device.
- 1.5. Product registration for limited warranty activation is only possible within 12 months from the date of purchase of the welding system.

2. Scope

- 2.1 The limited warranty only applies to the welding system clearly identified in the invoice with the serial number and registered online (hereinafter "welding system") and cannot be transferred to other devices.
- 2.2. The limited warranty applies exclusively to welding systems or devices of the following product groups:

Systems and devices valid for the 3 year Fronius limited warranty activation *

AccuPocket 150;

TransPocket 150,180, 2500, 3500, 4000, 5000;

Ignis Battery, Ignis 150, 180

Artis 170, 210

TransSteel 2200C, 2700C, 3500C, 3000C Pulse;

TransSteel Syn 3500, Syn 5000, 4000 Pulse, 5000 Pulse;

TransTig 170, 210, 230i, 1750;



MagicWave 190, 230i; iWave 190i, 230i; MagicCleaner 150, 300; TPS 270i C

- 2.3. Guarantor: The guarantor is Fronius International GmbH, Froniusstraße 1, A-4643 Pettenbach.
- 2.4. Person entitled to a limited warranty: The person entitled to a limited warranty is a person who has purchased the covered product in accordance with point 2.2. as well as carried out the limited warranty activation by product registration and operates the welding system for the first time in accordance with the intended use (first operator). Dealers and other resellers who do not operate the product for their own purposes are not eligible for limited warranty. The limited warranty may be transferred and maintained by an initial operator together with the covered product to another person. No new warranty contract is concluded with the legal successor, who merely assumes the warranty of the initial operator to the extent that it existed vis-à-vis the latter at the time of the transfer.

3. Limited warranty case

- 3.1 The limited warranty case exists if
 - / the recorded product has a material and/or manufacturing defect for which FRONIUS is responsible,
 - / the fault affects the normally expected function of the product covered,
 - / the fault occurs during normal use of the product covered in accordance with the operating instructions,
 - / and the claim of the person entitled to limited warranty is not excluded on the basis of the provisions of section 4.2 and 8 (Excluded components and discontinuation of limited warranty services).
- 3.2 Defects that have no influence on the proper functioning of the product (visual impairments, blemishes) are not covered by this limited warranty and can only be repaired at a charge if requested by the customer.

4. Limited Warranty and covered components

- 4.1 The limited warranty applies only to properly purchased and used FRONIUS welding systems. The following listed system components are covered by the warranty:
 - / Welding power source,
 - / Cooling unit,
 - / Wire feed,
 - / Intermediate hose package,
 - / Trolley.
- 4.2 The following components are expressly **excluded from** the limited warranty **and are not covered:**
 - / Torch and its components (such as contact tip, contact tube, nozzle block, wire core, clamping nipple),
 - / Software
 - / Parts subject to normal wear (e.g. coolant, hose package, power cable, electrode holder).

^{*}A 5-year limited warranty can be purchased for these products at Fronius sales outlets or by making an online enquiry at https://www.fronius.com/en/welding-technology/products/services/support/extended-warranty/extended-warranty.



4.3 A condition of the limited warranty is that material and/or manufacturing defects are claimed from FRONIUS or a selected FRONIUS service partner immediately after discovery and within the duration of the limited warranty.

5. Scope of services

- 5.1 FRONIUS or one of the selected FRONIUS service partners shall repair free of charge during the limited warranty period (according to point 7) material and/or manufacturing defects on the components of the welding system covered by the limited warranty in point 3.1. to the extent described in more detail herein.
- 5.2 As a rule, the limited warranty service is provided by repair, i.e. repair or replacement of parts by FRONIUS or the FRONIUS Service Partner. If a repair is uneconomical or technically impossible, FRONIUS or the FRONIUS Service Partner shall be entitled, at its own discretion, to

/ issue a credit note in the amount of the market value valid at the time of the service notification, or / to deliver a technically equivalent, if necessary used, device in exchange for the defective device, which at least corresponds to the replaced device.

Replaced parts as well as replaced devices shall become the property of FRONIUS.

- 5.3 The following **limited warranty services** are assured to the limited warranty holder for the limited warranty period in the event of a limited warranty case according to point 3 (limited warranty case):
 - / Assumption of costs for replacement parts in the event of damage due to material and/or manufacturing defects
 - / Cost absorption of working time in the event of damage due to material and/or manufacturing defects
 - / Telephone Support Weekdays 9:00-16:00 (Excluding National Holidays)
 - / For small appliances weighing less than 30 kg, shipping costs from the parcel service provider from Fronius to the customer
 - (Units weighing less than 30 kg must be sent to Fronius for repair; transport of these units to Fronius is at the customer's expense).
 - / For large appliances over 30 kg, assumption of travel costs for the total distance of up to 200 km and up to 3 h travel time
 - / Only FRONIUS original spare parts and approved & tested components from licensed FRONIUS suppliers are used for the repair.
 - / Repair of accumulators in case of normal wear and tear and use according to the instructions for use, if the capacity of the accumulator falls below 70%.
- 5.4 If there is no limited warranty case, the client will be charged for the costs of repairs and other services rendered (e.g. costs for travel and inspection) according to our applicable rates.
- 5.5 The manufacturer's limited warranty against payment does not affect the buyer's warranty rights against the seller arising from the purchase contract for the device.



5.6 Fronius shall be entitled to use third parties to perform limited warranty services and to pass on the personal data required for this purpose (such as contact data of the customer, data on the welding system) to them for the purpose of fulfilling the contract.

6. Handling of a limited warranty claim

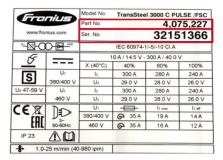
6.1 The person entitled to the limited warranty (limited warranty holder) must inform FRONIUS immediately of a limited warranty claim for the product covered.

The prerequisite for processing the limited warranty claim by FRONIUS is

- (1) the immediate assertion of the defect vis-à-vis FRONIUS or a FRONIUS Service Partner after becoming aware of it with simultaneous submission of
- (2) the invoice of the device (including serial number) and the purchased limited warranty,
- (3) if possible, a photo of the type plate (9.3) and
- (4) an error description or, if applicable, an error code.
- 6.2 To submit a limited warranty claim, the limited warranty holder must contact a Fronius Service Centre. The following contact options are available for this purpose:
 - / the FRONIUS Service Team, or
 - / a specialist dealer, or
 - / an authorised FRONIUS Service Partner, to be found under FRONIUS Contacts Worldwide, or
 - / by telephone to your responsible FRONIUS advisor.

The contacted office will support the limited warranty holder in the further processing of the limited warranty claim and will provide appropriate information on appointments or shipment.

6.3 To facilitate order processing, please provide us, if possible, with the details on the type plate of your unit (S/No., Part No., ID No.), as shown in the following example:



- 6.4 For on-site repair services, please have the original purchase receipt of the unit ready for the technician.
- 6.5 In case of collection by FRONIUS or by logistics companies authorised by FRONIUS, please enclose a copy of the purchase receipt of the appliance with the shipping documents.



6.6 If devices or components (applies to devices weighing less than 30 kg) are sent to Fronius, they must be transported in packaging that is appropriate and safe for the product.

6.7 As long as the person entitled to warranty does not fulfil his obligations under these conditions, FRONIUS is not obliged to provide services under this limited warranty.

7. Limited warranty period and transferability

- 7.1 The limited warranty period is 3 years from the date of purchase of the welding system when the limited warranty is activated, regardless of whether the limited warranty was purchased at the same time as the welding system or within one year of the date of purchase.
- 7.2 Limited Warranty services rendered do not have the effect of extending the limited warranty period, nor do they initiate a new limited warranty period, either for the repaired or replaced parts or for the entire unit.
- 7.3 If the welding system or device is replaced under a limited warranty service, the remaining term of the limited warranty shall be transferred to the replacement device.
- 7.4 In the event of transfer of ownership of the welding system, the system-related warranty is automatically transferred to the new owner. In this case, the transfer of the system-related limited warranty has tob e announced by the previous owner at a FRONIUS branch office
 - by telephone at **FRONIUS Contacts**, or
 - / by e-mail at productregistration.pw@fronius.com, or
 - / by telephone from your FRONIUS customer advisor.

8. Exclusions of the limited warranty

The limited warranty claims are excluded if the claimed defect was caused by the customer/user or in his sphere, for example by:

- / Non-compliance with the installation or operating instructions during installation, commissioning and operation, as well as assembly, commissioning or repair that is not carried out in accordance with the instructions, professional and standards;
- / Improper transport, storage or packaging;
- / Use of the covered welding system or equipment in a manner inconsistent with its ordinary use;
- / Failure to comply with safety regulations for proper use;
- / Insufficient ventilation of the captured welding system or device;
- / The operation of the detected welding system or device for more than the permitted duty cycle specified in the operating instructions at 40°C ambient temperature;
- / Lack of maintenance or improper maintenance, in accordance with the operating instructions;
- / Failure to install or late installation of required software updates,



- / Unauthorised interventions or interventions not carried out by third parties authorised by FRONIUS in the recorded welding system or device and its software, in the form of openings, modifications, repairs, conversions and use of accessories not authorised by FRONIUS;
- / Events which are not attributable to circumstances for which FRONIUS is responsible, or which are not attributable to normal operating conditions, such as power fluctuations, overvoltage, lightning, fire, flooding, tampering, theft, looting, armed conflict, or damage caused by the person entitled to the limited warranty or third parties, or the effects of foreign bodies;
- / force majeure.

9. Data protection

FRONIUS processes the personal data of the warranty holder (in particular name, contact data, data on the welding system as well as data in connection with limited warranty services) for the purpose of fulfilling the limited warranty services due under these terms and conditions and thus for fulfilling a contract with the limited warranty holder. For these purposes FRONIUS is entitled to transmit the personal data of the limited warranty holder to selected FRONIUS service partners. The personal data will in any case be stored for the duration of the limited warranty and beyond, insofar as further storage is necessary for the purposes of verifiability. Further information on data protection at FRONIUS can be found at https://www.fronius.com/en/data-privacy-statement.

10. Applicable law, place of jurisdiction

- 11.1 Claims arising from or in connection with this limited warranty shall be governed by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of performance for the obligations arising from this limited warranty is Wels, Austria.
- 11.2 If the limited warranty holder is not a commercial customer, the exclusive place of jurisdiction shall be Wels, Austria.
- 11.3 If the limited warranty holder is a commercial customer in accordance with Art. 6 of Regulation (EC) No. 593/2008, the choice of Austrian law shall not have the effect of depriving the commercial customer of the protection afforded to him by the national provisions of the country in which the commercial customer has his habitual residence and which may not be derogated from by agreement.