

BLUE SKY

Warranty Charter
European Union countries version



BLUE SKY, The Air Liquide Welding Comm

Within the limit of the provisions detailed below, ALW's BLUE SKY* warranty applies to products recognised as defective subsequent to a manufacturing, assembly or material defect attributable to ALW.

*applicable as from January 1st 2008

PROVISIONS APPLICABLE TO END USER

The BLUE SKY warranty periods are as follows:

- **3 years** for all welding/cutting manual power sources belonging to the "Industrial Range" (list available on request).
- **2 years** for all welding/cutting manual power sources belonging to the "Professional & Craftsmen range" (list available on request).
- **2 years** for welding helmet cells.
- **1 year** for all components of welding/cutting automatic and robotic installations.
- **6 months** for welding blowpipes and pressure regulators.
- **3 months** for guns, torches, harnesses, welding helmets and spare parts.
- For consumables (coated electrodes, massive and coated wires, rods for TIG and oxygas welding, flux for submerged arc welding...), and wear parts (as bulbs, fuses, contact tubes, nozzles, hoses' sheathes, electric and flexible cables, etc...) only the legal warranty applies.

These warranty periods apply for use in an 8 hour shift per day.

All warranty periods begin from the date of invoice.

The warranty covers parts and direct labour engaged by Air Liquide Welding.

General conditions:

To benefit from the **BLUE SKY** warranty, the purchaser, during the contrat (see phone and fax numbers in page 4 of the present document), must inform of defects he attributes to the product. He must provide all documentary proof as well as assistance to enable ALW to locate these defects and correct them.

Once ALW has received this notification, it will instruct the purchaser of the procedure to follow for the warranty claim. In particular, the warranty clause shall be applied only in so far as the serial number or the batch number, as well as a photocopy of the invoice for the equipment in question, are enclosed with the request.

When a request is made by the purchaser and accepted by ALW in the framework of the **BLUE SKY** warranty, ALW

reserves the right to select one of the following solutions as it deems appropriate:

- repair: either in its plants, or at the distributor's premises, or at the premises of the customer, or at the premises of a third party selected by ALW,
- replacement: ALW does not grant credit notes in the framework of its warranty.

The replacement of an item by a new one is allowed only under the following conditions:

- the item is defective at the time of delivery and is sent back in its original packaging or in the packaging of the exchanged equipment,
- in all cases in which ALW feels that repair is not appropriate. ALW reserves the right to request that the item(s) be returned for expert appraisal.

The BLUE SKY warranty does not apply to:

- replacements or repairs resulting from normal wear of the product, from its misuse (particularly in an environment for which the product was not intended), from non-compliance with operating or maintenance instructions, from maintenance, monitoring, or storage or handling defects or from negligence or malice,
- anomalies resulting from the use of non- ALW original parts or equipment,
- damages associated with transport.

Additionally, this warranty shall be terminated if the customer or a third party carry out repairs or modifications on the product, without written approval from ALW.

Finally, servicing operations or replacements carried out under the warranty do not result in an extension of said warranty.

No warranty other than the one defined by this document, particularly relating to loss of potential earnings, operating losses, production losses or third party claims, shall be binding on ALW. Except in the case of express agreement to the contrary between the parties, ALW does not warrant industrial or economic consequences. ALW remains liable for the legal warranty as regards latent defects.

PROVISIONS APPLICABLE TO DISTRIBUTORS AND ALW SUBSIDIARIES

All warranty periods take effect from the date of invoice, **increased by 3 months for Europe.**

The distributors and subsidiaries warrant their customers for at least the minimum periods stipulated in the framework of the **BLUE SKY** warranty, as of the date of their own bill of sale.

Any warranty extension which they grant their customers is done solely at their expense and under their responsibility.

As the warranty covers parts and labour for the end-user customer, servicing costs and labour are assumed by the distributor or subsidiary with respect to end-user customers.

Any defective item replaced under the warranty must be systematically kept by the distributor or subsidiary for a period of 3 months, as of the date of the claim. During this period, ALW may request that the item in question, which has been held at its disposal, be returned for expert appraisal.

ALW reserves the right to invoice items supplied as replacements in the following cases:

- the original defective item is not returned, in spite of ALW's request,
- refusal of warranty is pronounced after the analysis of the damage and /or the defective products.

When ALW has selected this solution, it undertakes to repair any manual equipment within a period of 15 working days following receipt in its workshops (an acknowledgement of receipt is sufficient proof), failing which ALW will supply an identical new or reconditioned part or piece of equipment. Return transportation expenses are assumed by ALW in the framework of the warranty granted in the following conditions :

- in France: sending transportation expenses assumed by the distributor to go and transportation expenses assumed by ALWF to send back (repair at ALWF workshop),
- in the European Union: return transportation expenses assumed by subsidiaries,

This charter replaces all previous conditions relating to the same subject, **for product invoiced after the 1st of January 2008.** For all other contractual conditions, ALW's general terms and conditions of sale apply.



BLUE SKY, Air Liquide Welding's commitment...

Air Liquide Welding France CEO
Executive Vice-President International Development
Bernard BUFFAT

A handwritten signature in black ink, appearing to read 'Buffat', written over a light blue background.

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