

# LIMITED WARRANTY CONDITIONS FRONIUS PERFECT WELDING BUSINESS UNIT purchased limited warranty

(Valid from: 01.01.2024)

### 1. General

- 1.1. Fronius International GmbH (hereinafter referred to as FRONIUS) offers the option of purchasing a limited warranty for the products it manufactures and which are listed in item 2.2 (hereinafter referred to as "welding systems or devices"). The content and scope of the purchased limited warranty 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 acquisition of the limited warranty shall always apply.
- 1.3. Limited warranties acquired against payment 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. Paid warranties can only be purchased 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 with the serial number in the invoice (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 <b>5-year</b> Fronius	Systems and devices valid for the <b>3-year or 5-</b>
limited warranty *	year Fronius limited warranty
AccuPocket 150;	MW 1700 G/F, MW 2200 G/F, MW 2200 W/F++, MW 2500 G/F,
TransPocket 150,180, 2500, 3500, 4000, 5000;	MW 2500 W/F++, MW 3000 G/F, MW 3000 W/F++,
Ignis 150, 180	TT 2200 G/F, TT 2200 Job W/F++, TT 2500 G/F, TT 2500 W/F++,
Ignis Battery	TT 3000 G/F,
Artis 170, 210	iWave 300i DC, iWave 300i AC/DC, iWave 400i DC, iWave 500i
TransSteel 2200C, 2700C, 3500C, 3000C Pulse;	DC,
TransSteel Syn 3500, Syn 5000, 4000 Pulse, 5000 Pulse;	TPS 270i G/F, TPS 270i W/F, TPS 320i G/F, TPS 320i C G/F, TPS
TransTig 170, 210, 230i, 1750;	320i W/F++
Magic Wave 190, 230i;	MW 4000 W/F++, MW 5000 W/F++,
iWave 190i, 230i;	TT 4000 W/F++, TT 5000 W/F++,
TPS 270i C;	iWave 400i AC/DC, iWave 500i AC/DC,
	TPS 400i G/F, TPS 400i W/F++, TPS 400i LSC Advanced, TPS 500i
	W/F++, TPS 600i,



	Special systems e.g: Automation projects, laser hybrid
	systems, twin systems, virtual welding, Arcerios systems
the Description of the second se	with any products and in a set between (directed any products from its and by

\*A 3-year limited warranty can be activated **free of charge** for these products online at <u>https://limited warranty.fronius.com</u> by registering the product.

- 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 acquired the covered product in accordance with point 2.2. as well as a limited warranty and operates it for the first time in accordance with its intended use (first operator). Dealers and other resellers who do not operate the product for their own purposes are not eligible for a limited warranty. The limited warranty may be transferred and maintained by an initial operator together with the covered product to another person. No new limited warranty contract is concluded with the legal successor, who merely assumes the limited 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, / this 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 limited warranty:

- / welding power source,
- / Cooling unit,
- / Wire feeder, split box,
- / Intermediate hose package,
- / trolley.

for Virtual Welding Systems special components:

- / VR Glasses
- / Screen
- / Tower, case, computer box
- / Torches, welding samples
- / Tracking System
- 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, data cable,

/ Parts subject to normal wear (e.g. coolant, hose package, power cable, electrode holder).

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 (in accordance with 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 beneficiary 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 under 30 kg, shipping costs from the Fronius parcel service provider 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 limited 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 limited warranty 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 towards 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:

E	nius	Model No. TransSteel 3000 C PULSE /FS				
		Part No.	4,075,227			
www.fronius.com		Ser. No.	32151366			
°-12-0			IEC 60974-1	/-5/-10 CI.A		
15		10 A / 14.5 V - 300 A / 40.0 V				
<u>v</u>		X (40°C)	40%	60%	100%	
S	U1	12	300 A	280 A	240 A	
380	380/400 V	U2	29.0 V	28.0 V	26.0 V	
Uo 47-59 V	Uı	l2	300 A	280 A	240 A	
	460 V	U2	29.0 V	28.0 V	26.0 V	
CEX	D-r	Uı		It max	lieff	
c C A	J.	380/400 V	G 35 A	19 A	14A	
tHL	50-60Hz	460 V	G 35 A	16 A	12 A	
IP 23						
	25 m/min (40	-980 ipm)				

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 the limited warranty does not fulfil his obligations according to these conditions, FRONIUS is not obliged to provide services according to this limited warranty.

## 7. Limited warranty period and transferability

7.1 Depending on the product group and the limited warranty model purchased, the limited warranty period is 3 or 5 years (see point 2.) from the date of purchase of the welding system, 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 within the scope of 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 limited warranty is automatically transferred to the new owner. In this case, the transfer of the system-related limited warranty has to be announced by the previous owner at a FRONIUS branch office

- / by telephone at <u>FRONIUS Contacts</u>, 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 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 limited 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.