

1. Hobart Brothers Company (hereinafter called **HOBART**) warrants that each new and unused Hobart Ground Power Equipment, (hereinafter called the **PRODUCT**) is of good workmanship and is free from mechanical defects, provided that (1) the **PRODUCT** is installed and operated in accordance with the printed instructions of **HOBART**, (2) the **PRODUCT** is used under the normal operating conditions for which it is designed, (3) the **PRODUCT** is not subjected to misuse, negligence or accident, and (4) the **PRODUCT** receives proper care, lubrication, protection, and maintenance under the supervision of trained personnel.
2. This warranty expires 15 months after shipment by **HOBART** to the first user, or 12 months after installation, whichever first occurs.
3. This warranty does not apply to: primary and secondary switch contacts, cable connectors, carbon brushes, fuses, bulbs, and filters unless found to be defective prior to use.
4. Hobart **DOES NOT WARRANT THE FOLLOWING COMPONENTS**: Engines, engine components; such as: starters, alternators, regulators, governors, etc., and cable retrieving devices. Many of the foregoing components are warranted directly by the manufacturer to the first user and serviced by a worldwide network of distributors and others authorized to handle claims for component manufacturers. A first user's claim should be presented directly to such an authorized component service outlet. In the event any component manufacturer has warranted its component to **HOBART** and will not deal directly with a first user then **HOBART** will cooperate with the first user in the presentation of a claim to such manufacturer. Under **NO** circumstances does **HOBART** assume any liability for any warranty claim against or warranty work done by or in behalf of any manufacturer of the foregoing components.
5. This warranty is extended by **HOBART** only to the purchaser of new **PRODUCTS** from **HOBART** or one of its authorized distributors. The **PRODUCTS** purchased under this warranty are intended for use exclusively by the buyer and his employees and by no other persons and, therefore, there shall be no third party beneficiary to this warranty.
6. A claim of defects in any **PRODUCT** covered by this warranty is subject to **HOBART** factory inspection and judgment. **HOBART'S** liability is limited to repair of any defects found by **HOBART** to exist, or at **HOBART'S** option the replacement of the defective product, F.O.B. factory, after the defective product has been returned by the purchaser at its expense to **HOBART'S** shipping place. Replacement and exchange parts will be warranted for the remainder of the original Warranty, or for a period of ninety (90) days, whichever is greater.
7. **UNDER NO CIRCUMSTANCES** whatsoever shall **HOBART** and its authorized distributors be liable for any special or consequential damages, whether based on lost goodwill, lost resale profits, work stoppage impairment of other goods or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence or otherwise, except only in the case of personal injury as may be required by applicable law.
8. Continued use of the **PRODUCT(S)** after discovery of a defect **VOIDS ALL WARRANTIES**.
9. Except as authorized in writing, this warranty does not cover any equipment that has been altered by any party other than **HOBART**.
10. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HERE OF. HOBART MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
11. **HOBART** neither assumes nor authorizes any person to assume for **HOBART** any liability in connection with the **PRODUCTS** sold, and there are no oral agreements or warranties collateral to or affecting this written Warranty. This warranty and all undertakings of **HOBART** thereunder shall be governed by the laws of the State of Ohio, United States of America.

WARNING

AT ALL TIMES, SAFETY MUST BE CONSIDERED AN IMPORTANT FACTOR IN THE INSTALLATION, SERVICING AND OPERATION OF THE PRODUCT, AND SKILLED, TECHNICALLY QUALIFIED PERSONNEL SHOULD ALWAYS BE EMPLOYED FOR SUCH TASKS.

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