

Warranty and Disclaimer

Rudy Rack, Stevens Point WI, warrants its products to each original retail purchaser of equipment to be free from welding defects, under normal use and service, for the lifetime of the equipment. This warranty is expressly limited to the replacement or repair (at Rudy Rack's option) of defective welding material or workmanship at Rudy Rack in Stevens Point, WI or another place designated by it, with factory specified replacement parts. This warranty does not obligate Rudy Rack to bear the cost of labor or transportation in replacing defective parts. Rudy Rack does not assume liability for loss of product, time, or any other incidental or consequential damages.

No warranty will apply to:

1. Normal maintenance service or adjustments.
2. Any equipment which has been modified, repaired, or altered in any way so as to adversely affect stability, operational characteristics, or safety in Rudy Rack's judgement, nor which has been subject to misuse, negligence, accident, poor assembly, or improper installation.
3. Accessories or other items associated or used with, but which are not a part of the equipment.

RUDY RACK SHALL NOT BE LIABLE OR RESPONSIBLE IN ANYWAY OR TO ANY EXTENT FOR PROPERTY DAMAGE, PERSONAL INJURY, DEATH, INCIDENTAL DAMAGES, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE MODIFICATION OR ALTERATION TO THE EQUIPMENT OR FROM PURCHASERS'S FAILURE TO ASSEMBLE, INSTALL, MAINTAIN OR OPERATE THE EQUIPMENT IN ACCORDANCE WITH THE SERVICE AND/OR OPERATOR'S MANUAL.

This warranty is expressly in lieu of any other warranties, express or implied, including without limitation, warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, any warranty arising from course of dealing or usage of trade, or any other obligation or liability whatsoever.

No statement, representation agreement, or understanding, oral or written, made by any Rudy Rack agent, authorized dealer, or distributor, representative or employee (other than in writing by an officer of Rudy Rack) which is not contained in this Warranty and Disclaimer will not be recognized or enforceable or binding upon Rudy Rack. Any action for breach of any warranty must be commenced within one year after the date of which the cause of action accrued.