

BLUE SKY

Warranty Charter
Non European Union countries**



BLUE SKY, The Air Liquide Welding Comm

Within the limit of the provisions detailed below, the **BLUE SKY*** warranty from Air Liquide Welding (ALW) for non EU countries**applies to products recognised as defective subsequent to a manufacturing, assembly or material defect attributable to ALW.

*applicable as from January 1st 2008 - **applicable for all countries except EU countries, Norway and Moldavia. This version of BLUE SKY covers DOM-TOM french overseas departments and territories.

PROVISIONS APPLICABLE TO AN 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, fume extraction systems, ovens, battery chargers and starters,
- **6 months** for welding blowpipes and pressure regulators,
- **3 months** for guns, torches, harnesses, welding helmets and spare parts,
- for consumables (MMA electrodes, solid and cored wires, rods for TIG and oxygas welding, fluxes for submerged arc welding...), and wear parts (such 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 labour for the end-user customer. Labour and servicing expenses are assumed by the ALW appointed distributor or subsidiary who sold to the end-user customer or acted as an intermediary in case of direct invoicing from an ALW office to the end-user customer. If the end-user has been directly invoiced by ALW with no intermediary, labour and servicing expenses are assumed by the ALW invoicing office.

General conditions:

To benefit from the **BLUE SKY** warranty, the purchaser must inform the seller of defects attributed to the product. Documentary proof must be provided as well as assistance to enable ALW to locate these defects and correct them.

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



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

Executive Vice-President International Development
Bernard BUFFAT

Handwritten signature of Bernard Buffat.

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OTHERS:

To know where your nearest ALW appointed distributor or ALW subsidiary is, please connect to www.airliquidewelding.com and click on "Contact us"

