**Standard Warranty**

**Terms of Sale:**

All customers purchasing an TOPWELL Product agree to the following terms, statements and conditions set forth below:

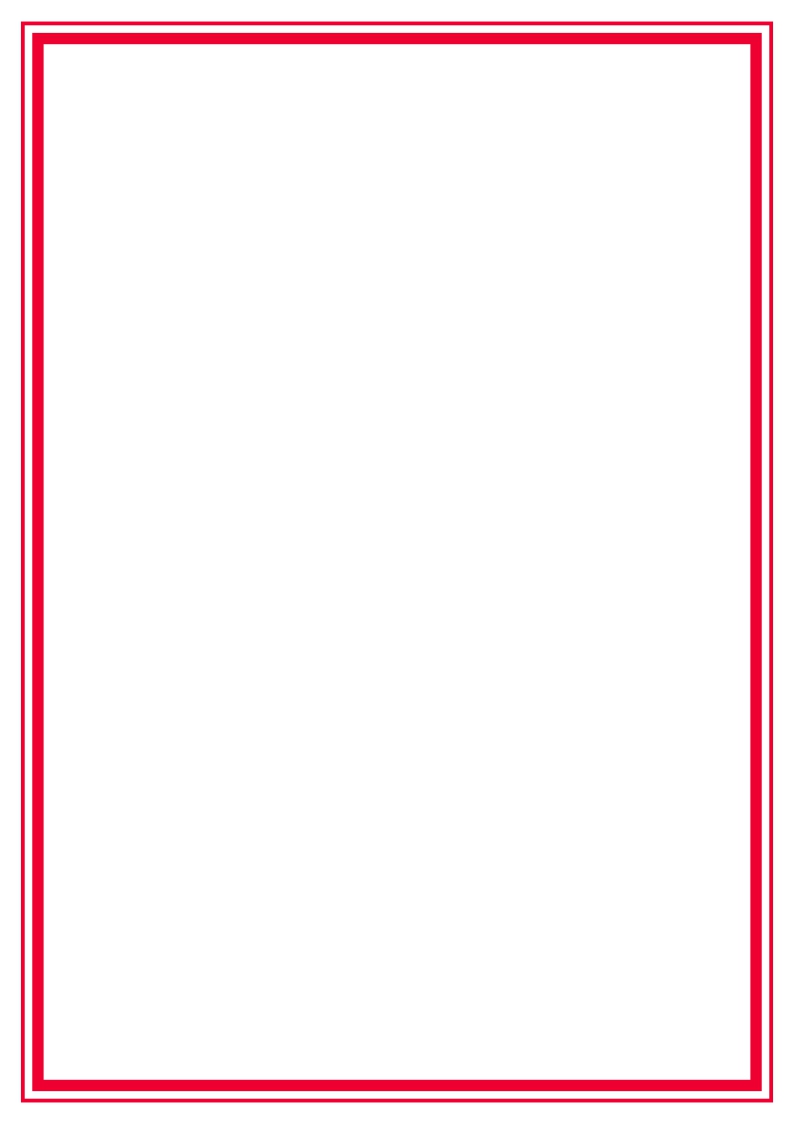
Please note specifications are subject to change without notice.

**IGBT Inverter Unit Warranty:**



All new TOPWELL IGBT based inverter units (welders, plasma cutters and multi-process units)shall be warrantied to the original owner against breakage, malfunction or failure resulting from manufacture defect for a period of three (3) years following the date of shipment. This warranty covers exclusively parts and labor during the warranty period. This warranty is non transferrable unless a specific exception is made in writing by TOPWELL. Non-functioning or damaged units shall be repaired or replaced F.O.B at the repair facility designated by TOPWELL. TOPWELL, at its' discretion, may opt to refund the purchase price (minus shipping costs and depreciation due to use and wear.) The customer is responsible for all shipping costs and insurance associated with items that are covered under warranty (except as stated below under the separate 30 day shipping policy following initial purchase). No later than one week after the problem/failure is observed, the customer must contact the technical support team to review the claim so that the warranty process can be established. Items such as electrodes, contact tips, nozzles, cups, shields, liners, etc., considered to be consumable items, are NOT under warranty except for defect in workmanship. Additionally, certain items such as torches, foot pedals, switches, cables, etc. may be individually exchanged without returning the entire unit assembly should a failure with these items occur, at TOPWELL's discretion. These items are covered separately under a 6 month warranty stated below. TOPWELL will not be responsible for time/contract loss or delay from unit failure, damages occurring from improper or unskilled operation, damages resulting from improper maintenance, improper wiring, poor quality power sources, abuse or neglect. Nor will TOPWELL assume responsibility for the customer's failure to heed/read safety instructions, to read and

understand operator's manual, obey occupational laws or to ensure the unit's safe operation complies with national, state or local laws, personal injury arising from the inherent risks involved with welding or plasma cutting, including burns, electric shock or death. The 3 year warranty extends only to the machine itself. No other warranty is expressed or implied.

**Torch and accessory warranty:**

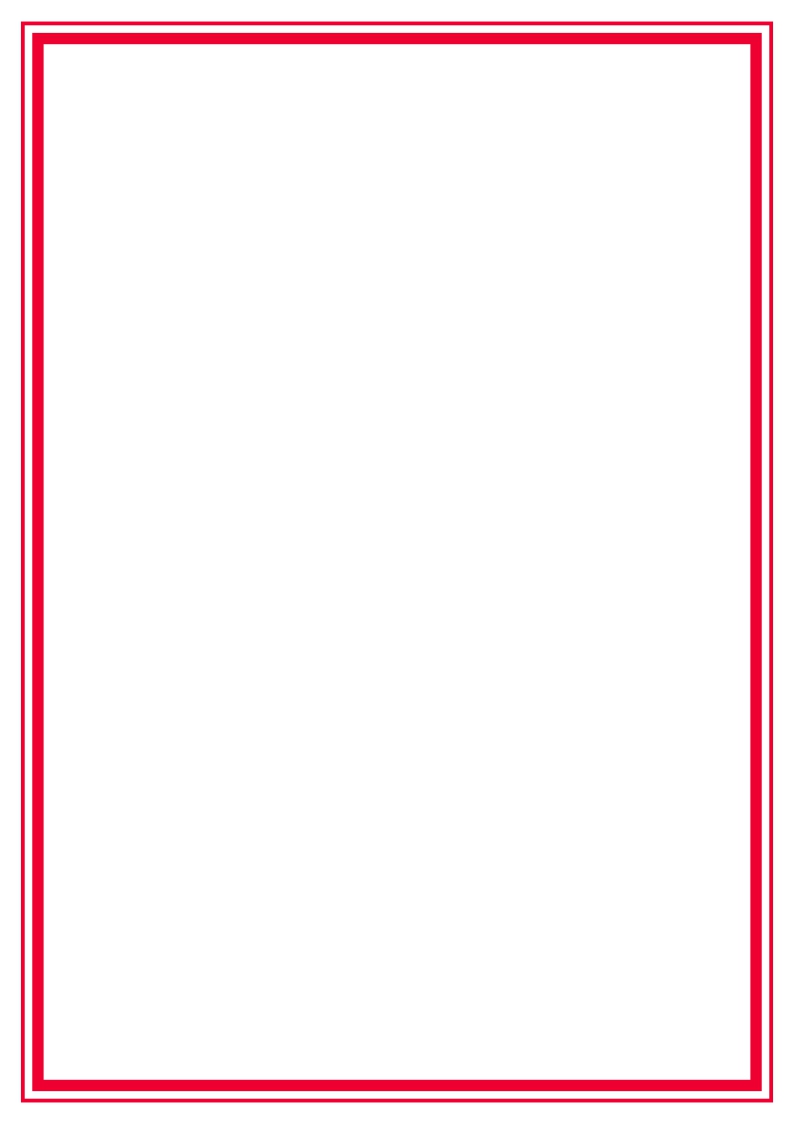


* Torches, guns, foot pedals, and cables supplied with the welder or plasma cutter or bought separately are warrantied under a separate warranty for a period of 6 months following the date of purchase against manufacturing defects. No warranty is expressed or implied in regards to the fitness of the product for any particular application or use. Damages or malfunctions related to abuse, misuse, burns, and any condition or issue arising from improper maintenance or use are not covered under warranty. Damage to water cooled torches used without water, unless instructed to do so by a qualified TOPWELL employee, shall not be covered under warranty. Damage arising from the use of plasma torches without an additional external filter/dryer, in addition to the water trap provided with the unit shall not covered. Consumables and torch guides shall not be warrantied other than to be warrantied to be free from manufacturing defects at time of delivery. They are not warrantied against wear or damage resulting from use. Torches may be requested for return for inspection at TOPWELL's discretion.

**Balance of Time:**

Any warranty replacement or repaired units, and torches shall be warrantied for the balance of time remaining from the date of the original purchase on all products. The warranty date shall not renew or start over once the unit is repaired, serviced, or replaced. All warranty periods except consumables shall commence with the date of original retail purchase, unless the unit is pre- ordered or back-ordered, at which time, the warranty starts from date of shipment. Consumables shall be considered for replacement or adjustment only at the time of receipt. Consumable should be inspected and issues addressed immediately upon customer receipt.

**30 Day Shipping Policy:**

Should a unit fail or have warrantable issues within the first 30 days after purchase, TOPWELL will cover the shipping charges both ways for any warrantable unit. After the 30 day period, the customer shall be responsible for all shipping and handling costs both ways of non-functioning units for repair or replacement. Customers located ****outside China will have to pay shipping and handling charges both ways from the purchase date. It is the customer's responsibility to adequately insure the unit, as TOPWELL is not responsible for lost returns. Labor coverage only applies if the unit is serviced at our facility or one of our authorized dealers. TOPWELL will not reimburse the customer in any circumstance for labor charges if the customer decides to have a third-party or unauthorized repair technicians work on the unit.

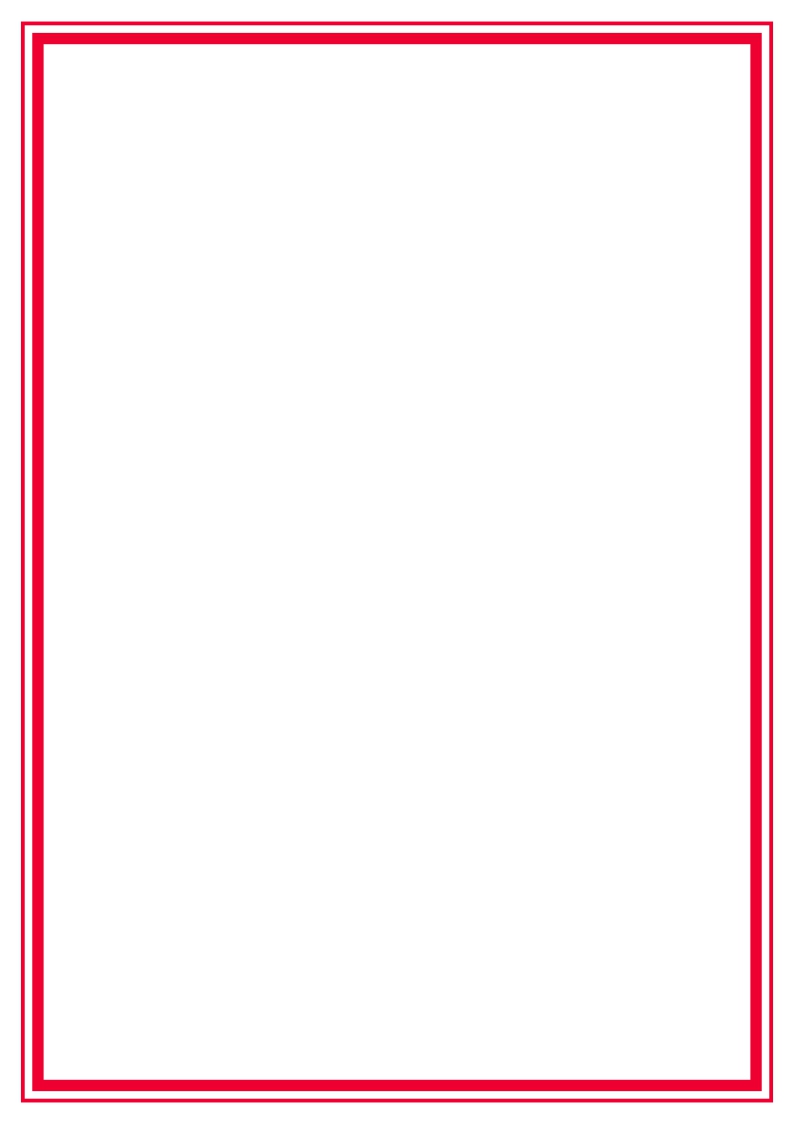
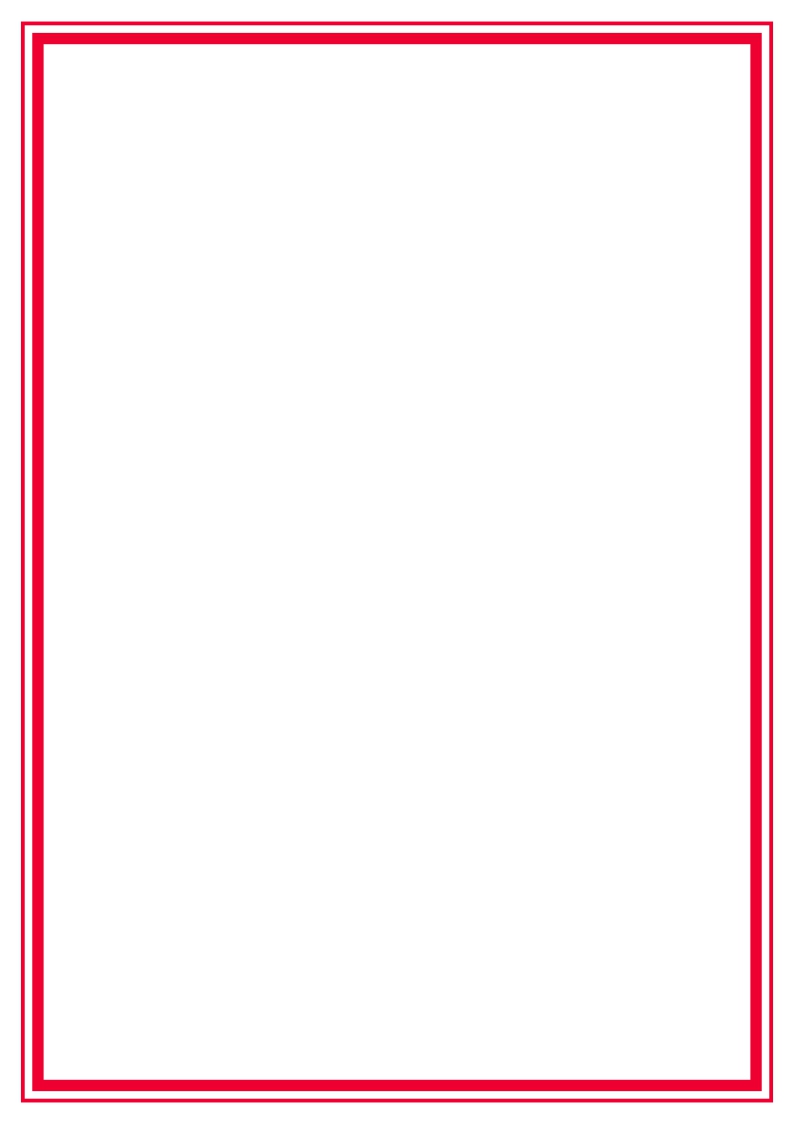
**Shipping/Shipping Damage/Non-Working On Arrival Information:**

* Once the payment has been received in full, it is TOPWELL's general policy to ship the customer's item within 7 business days (subject to availability of the purchased item).
* However, it is possible that the item may ship the same day, but certain times of the year when volume is high or orders placed late in the day may result in delays. A tracking number will be forwarded to the customer's submitted email address the day of shipment. TOPWELL does not own or operate a shipping company. Shipping is via third party entities, which determine individual package receipt requirements. I.E. signatures, leaving packages unattended etc. Contact shipper directly to discuss exact terms of delivery. Once the customer's package has left the TOPWELL corporate facilities, TOPWELL cannot assume responsibility for delivery or delays in delivery due to shipping company policies, procedures, or union strikes. TOPWELL does not assume responsibility for shipping damage.
* The customer is entirely responsible to inspect the item for any damages at time of delivery. If the customer fails to inspect the item, the shipping company may not take responsibility for any damages occurring during shipment, which are discovered at a later time. If the unit appears undamaged, it is still the customer's responsibility to test out the unit as soon as possible to ensure proper operation. Early unit failure can be a result of hidden internal damages during shipping. The customer should not delay in opening the package and promptly testing the unit with a "live" test of all functions. Units not promptly tested for shipping damage MAY result in the shipper denying the damage claim and the unit being shipped back at customer's expense.
* The TOPWELL sales support team will assist the customer in filing a damage claim in the unlikely event of shipping damage. The customer should promptly contact the TOPWELL sales support team should shipping damage occur. If there is shipping damage, TOPWELL will file a damage claim immediately, upon receipt of said claims.
* The customer should download the appropriate operator's manual directly from the website and read the manual completely by the time the unit arrives so that prompt and safe testing of the unit will not be delayed. The unit must be tested "live" within the designated 48-hour time frame to meet the demands of the shippers damaged product return policy.
* Unless the unit is damaged or otherwise nonfunctional at the time of arrival, the buyer is responsible for all return costs, insurance and tracking.
* Items damaged or nonfunctional upon arrival: TOPWELL will gladly exchange it free of charge. It is the customer's responsibility; however to immediately notify the sales support team of the issue. Prompt reporting of this condition is required. Delayed opening of the package may result in denial of claim and waving of rights of free replacement.

**30 Days Satisfaction Policy:**

If the customer is dissatisfied with the unit due to shipping damage, or component failure at any time within 30 days of product shipment, the product may be returned to TOPWELL for a refund.

The customer must contact TOPWELL technical support or performance support team to allow TOPWELL a chance to resolve any minor questions or issues prior to returning unit should the need arise. The TOPWELL Sales support team is responsible for issuing credits/payments and authorization of returned goods and will be issued after the unit and all relevant parts and accessories have been returned in good repair and unmodified (unless accessories were also damaged in shipping).

**REFUNDS ON UNITS THAT ARE RETURNED FOR REASONS OTHER THAN SHIPPING DAMAGE OR COMPONENT FAILURE THAT ARE DETERMINED BY TOPWELL TO BE PERFORMING TO SPECIFICATIONS:** Customers must return the unit fully insured for the full price of the unit in the original packaging and shipping boxes at customer's expense after receiving an Return Authorization from TOPWELL. Note: Refunds on units that are returned for reason****s other ****than shipping damage and/or component failure within the 30 day period for a refund are subject to a 15% restocking fee. Outbound shipping to customer is not refundable.

* After the 30-day satisfaction guarantee period is over, the customer may NOT return a unit for a refund for ANY reason except as listed below. The responsibility of the customer is to ensure that the unit has been fully tested and evaluated within the 30-day time period allotted. At the close of the 30-day period, all sales are considered final and no refund will be given.
* If a customer realizes a need to upgrade the machine after the 30 day return period is over, and for a period not to exceed 6 months after delivery of the unit, then the customer may contact TOPWELL and pay the price difference in the units (plus pay 20% exchange fee based off original invoiced price of the returned unit) and upgrade to another machine and return the initial unit in good repair at customer's expense. This upgrade policy only applies to customers desiring larger units, or units with more features. Down grades are not accepted. All upgrades are subject to TOPWELL approval. Shipping costs are the customer's responsibility when trading up. Any trade ups after 6 months will be considered on a case by case basis at a prorated value determined by TOPWELL.
* Items returned for refund under this policy must be shipped insured, in good general repair, unless for shipping damage, and must include all accessories and original packaging.
* TOPWELL will inspect all packages before accepting the return. Packages that are not in the original packaging, have missing parts, or unreported damages will be refused and returned at the customer's expense. It is the customer's full responsibility to 1). Insure the returned item. 2) Ship the product back in the original container/packaging. 3) Return item with all parts and accessories in good condition.