

# ENPAK™ EQUIPMENT LIMITED WARRANTY

Effective January 1, 2011

(Equipment with a serial number preface of MB or newer)

This limited warranty supersedes all previous EnPak warranties and is exclusive with no other guarantees or warranties expressed or implied.



Visit our website at  
**www.EnPak.com**  
to locate an EnPak supplier.

LIMITED WARRANTY – Subject to the express terms and conditions set forth below, Miller Electric Mfg. Co. (“Miller”), of Appleton, Wisconsin (USA), warrants to the original retail purchaser of new EnPak equipment (sold after the effective date of this Limited Warranty) that such equipment is free from defects in materials and workmanship when shipped by Miller.

For warranty claims received by Miller within the applicable warranty periods described below, Miller will repair or replace any warranted equipment, parts or components that fail due to defects in material or workmanship or refund the purchase price for the equipment. Miller must be notified in writing within thirty (30) days of such defect or failure, at which time Miller will provide instructions on the warranty claim procedures to be followed.

Miller shall honor warranty claims on warranted equipment in the event of such failure within the applicable warranty periods. All warranty time periods start on the delivery date of the equipment to the original end-user purchaser, and shall not commence more than one (1) year following that date on which the equipment is shipped to a North American distributor, or more than eighteen (18) months following that date on which the equipment is shipped to an international distributor.

1. 1 Year — Parts and Labor Unless Otherwise Specified
  - \* Engine Driven Generators (NOTE: engines are warranted separately by the engine manufacturer.)
  - \* Field options (NOTE: field options are covered for the remaining warranty period of the product they are installed in, or for a minimum of one year — whichever is greater.)
2. 90 Days — Parts
  - \* Remote Controls
  - \* Accessory (Kits)
  - \* Replacement Parts (No labor)
  - \* Canvas Covers

This Limited Warranty shall not apply to:

(i) consumable components, such as contactors, relays or parts that fail due to normal wear and use; (ii) items furnished by Miller, but manufactured by others, such as engines and trade accessories (these items are covered by the manufacturer’s warranty, if any); and (iii) equipment that has been modified by any party other than Miller, or equipment that has been improperly installed, improperly operated or misused based upon industry standards; or equipment which has not been used and maintained in accordance with Miller’s specifications; or equipment which has been operated outside of Miller’s specifications for the equipment. Miller products are intended for purchase and use by commercial/industrial users and persons trained and experienced in the use and maintenance of industrial equipment.

In the event of a warranty claim covered by this Limited Warranty, the exclusive remedies shall be, at Miller’s

sole discretion: (i) repair; or (ii) replacement; (iii) where authorized in writing by Miller in appropriate cases, the reasonable cost of repair or replacement at an authorized EnPak service facility; or (iv) payment of (or credit for) the purchase price (less reasonable depreciation based upon actual use) upon return of the equipment at the warranty claimant’s risk and expense. Miller’s option of repair or replacement will be F.O.B., Appleton, Wisconsin; (USA), or F.O.B. an EnPak authorized service facility designated in writing by Miller. No compensation or reimbursement for transportation costs of any kind will be allowed.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE REMEDIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES APPLICABLE TO THE ENPAK EQUIPMENT. IN NO EVENT SHALL MILLER BECOME LIABLE FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT OR LOST BUSINESS OPPORTUNITY), WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL MILLER BECOME OBLIGATED TO PAY MORE ON ANY WARRANTY CLAIM THAN THE PURCHASE PRICE ACTUALLY PAID BY THE ORIGINAL RETAIL PURCHASER.

THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OR GUARANTEE ARISING BY OPERATION OF LAW. ANY WARRANTY NOT EXPRESSLY PROVIDED HEREIN, IMPLIED WARRANTY, GUARANTEE AND ANY OR REPRESENTATION REGARDING THE PERFORMANCE OF THE EQUIPMENT, AND ANY REMEDY FOR BREACH OF CONTRACT, IN TORT, OR ANY OTHER LEGAL THEORY WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE, OR COURSE OF DEALING ARE EXCLUDED AND DISCLAIMED BY MILLER.

Some states in the United States of America do not allow limitations of how long an implied warranty lasts, or the exclusion of incidental, indirect, special or consequential damages, such the above limitations and exclusions may not apply to you. This warranty provides specific legal rights. Other rights may be available to you, but may vary from state to state.

In Canada, legislation in some provinces provides for certain additional warranties or remedies other than as stated herein, and to the extent that they may not be waived, the limitations and exclusions set out above may not apply. This Limited Warranty provides specific legal rights, and other rights may be available, but may vary from province to province.

