

A. Warranty

Drader Manufacturing Industries Ltd. (“**DRADER**”) warrants new W30000 Injectiweld Welders manufactured by DRADER (the “**Welder**”) and any new accessories and replacement parts for the Welder (the “**Parts**”)(the Welder and the Parts hereinafter collectively referred to as the “**Injectiweld Products**”) against manufacturer defects in workmanship and materials under normal use and conditions for a period of 1 year (“**Warranty Period**”) from the date of first purchase from DRADER or an authorized distributor of Drader (“**Authorized Distributor**”). Customer shall, prior to making a warranty claim, first utilize support materials shipped with the Injectiweld Products, product diagnostics, information contained on the internet and e-mail support.

If there is a manufacturer defect in any of the Injectiweld Products (such defective Injectiweld Products hereinafter referred to as the “**Defective Products**”), as determined by DRADER in its sole and unfettered discretion, and a written claim is received with respect to the Defective Products by DRADER or an Authorized Distributor prior to expiry of the Warranty Period, then, at DRADER’s option, DRADER will either:

1. repair the defect in material or workmanship with respect to such Defective Products; or
2. furnish new, repaired or refurbished Injectiweld Products (such Injectiweld Products to be for the same purpose as the Defective Products) of equal value, in exchange without charge (except for fees associated with shipping, handling, packing and insurance as provided herein).

DRADER warrants repaired and replaced Defective Products provided hereunder against defects in materials and workmanship from the date of the repair or replacement for the remainder of the original Warranty Period. If the Defective Products are exchanged, the replacement Injectiweld Products become the customer’s property and the Defective Products become DRADER’s property. The customer is responsible for all costs of shipping the Defective Products to DRADER and DRADER shall be responsible for the cost of returning the repaired Defective Products or replacement Injectiweld Products (whichever is applicable) to the customer only if the warranty claim is deemed to be valid as provided herein (if the warranty claim is rejected by DRADER, the customer will be charged for the cost of all authorized repairs/replacements as well as shipping the Defective Products and/or Injectiweld Products back to the customer). Shipping for warranty claims handled by an Authorized Distributor will be handled in accordance with the Authorized Distributor’s standard policies and procedures regarding shipping warranty repaired products, which may differ from those of DRADER.

B. Warranty Exclusions

The limited warranty provided herein is non-transferable, applies only to new Injectiweld Products purchased directly from DRADER or from an Authorized Distributor and is only available in the event the customer uses the Injectiweld Products under normal operating conditions as provided in written use instructions, if any (either in writing with the Injectiweld Products or online as provided by DRADER).

1. The limited warranty provided herein shall not apply to any Injectiweld Products, and DRADER shall not be obligated under this warranty, to repair any defect, failure or damage to Injectiweld Products which, in the sole and unfettered discretion of Drader, are in any way the result of:
 - (a) Accident, abuse or improper use of the Injectiweld Products;
 - (b) Attempts by personnel, other than personnel of DRADER, to install, repair or service the Injectiweld Products unless directed by DRADER personnel and confirmed in writing;
 - (c) Modifications or alterations not approved by DRADER in writing;
 - (d) The customer failing to properly or adequately maintain and clean the Injectiweld Products as prescribed in published product materials and industry norms; and
 - (e) Using the Injectiweld Products in an environment not meeting the operating specification set forth by DRADER for the Injectiweld Products.

2. In addition to the exclusions provided in Paragraph B1 above, the limited warranty provided herein does not:
- (a) Apply to previously used Injectiweld Products;
 - (b) Apply to any Injectiweld Products where the serial number or the serial number of any of its parts has been altered, defaced, or removed;
 - (c) Apply to labels on the Injectiweld Products;
 - (d) Apply to normal wear and tear of the Injectiweld Products;
 - (e) Cover damage or loss incurred in transportation of the Injectiweld Products;
 - (f) Cover replacement or repair necessitated by loss or damage from any cause reasonably beyond the control of DRADER, such as lightning or other natural and weather-related events or wartime environments; and
 - (g) Cover any labor involved in the removal and or reinstallation of warranted Injectiweld Products on site, or any labor required to diagnose the necessity for repair or replacement.

For greater certainty and the avoidance of doubt, DRADER does not warrant the quality of any welds or repairs made by a welder using the Injectiweld Products.

C. Limitation of Liability

For greater certainty and the avoidance of doubt, the warranty provided herein is limited to the remedies provided in Paragraph A1 and A2 above and specifically excludes any responsibility by DRADER for incidental or consequential damages arising from the use of Injectiweld Products, or for any inability to use them either separate from or in combination with any other equipment or products.

To the extent permitted by law, the warranty provided herein is strictly in lieu of: a) any other conditions or warranties, express or implied, oral or written, statutory or otherwise, including, but not limited to, any implied warranty of merchantability or fitness for purpose; and b) any and all obligations and liabilities of DRADER for damages including but not limited to accidental, consequential, or special damages, or any financial loss, lost profits or expenses arising from or out of or in connection with the use or performance of the Injectiweld Products, even if DRADER has been advised of the possibility of such damages. DRADER shall not be liable for any claim made by a third party or made by the customer on behalf of a third party.

If any term or condition of this limited warranty or the application thereof to any person or circumstance will, to any extent, be held to be invalid or unenforceable by applicable laws (including but not limited to consumer protection legislation in the jurisdiction of the customer), the remainder of this limited warranty and the application of that term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term and condition of this limited warranty will be valid and enforced to the fullest extent permitted by law. DRADER and the customer acknowledge and agree that the court having jurisdiction over any dispute in this warranty shall have, and hereby expressly grant to such court, the express power and authority to read down and/or sever any offending provisions herein to the extent required to make any such covenant enforceable. The court is hereby advised and instructed that it is the intention of DRADER and the customer that the provisions of this limited warranty be amended to the minimum extent required to make such provisions reasonable and enforceable in the circumstances, as determined by the court in its discretion. Drader and the customer acknowledge and agree that, for the purposes of this limited warranty, the laws of the country of purchase (the location of DRADER or Authorized Distributor, as applicable, who receives and processes the order of Injectiweld Products for the customer) of the Injectiweld Products shall apply and shall be considered the applicable law herein.