

# Standard Warranty

## Terms of Sale:

All customers purchasing an Everlast 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 EVERLAST IGBT based inverter units (welders, plasma cutters and multi-process units) sold within the United States shall be warrantied to the original owner against breakage, malfunction or failure resulting from manufacture defect for a period of five (5) 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 EVERLAST. Non-functioning or damaged units shall be repaired or replaced F.O.B at the repair facility designated by Everlast. Everlast, at its' descretion, 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 EVERLAST's discretion. These items are covered separately under a 6 month warranty stated below. EVERLAST 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 EVERLAST 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 5 year warranty extends only to the machine itself. No other warranty is expressed or implied.

### **MOSFET Inverter Unit warranty:**



All new EVERLAST MOSFET based inverter units (welders, plasma cutters and multi-process units) sold within the United States 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 EVERLAST. Non-functioning or damaged units shall be repaired or replaced F.O.B. at the repair facility designated by Everlast. Everlast 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 costs 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 EVERLAST's discretion. These items are covered separately under a 6 month warranty stated below. EVERLAST 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 EVERLAST 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 Everlast 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 be covered. Consumables and torch guides shall not be warranted other than to be warranted to be free from manufacturing defects at time of delivery. They are not warranted against wear or damage resulting from use. Torches may be requested for return for inspection at Everlast's discretion.

### **Balance of Time:**

Any warranty replacement or repaired units, and torches shall be warranted 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.

### **Return Merchandise Authorization (RMA):**

*In the event of unit failure or malfunction, the customer must [contact EVERLAST](#) Technical support to obtain an RMA number and a location of a designated return/repair facility. The customer must then return the non-working unit immediately to the designated Everlast Product Service Center. Units not shipped with the RMA form. If the RMA number is missing or the RMA form contains incomplete information the unit may be subject to a repair charge.*

### **30 Day Shipping Policy:**

Should a unit fail or have warrantable issues within the first 30 days after purchase, EVERLAST will cover the shipping charges both ways for any warrantable unit from a bonafide United States customer whose shipping point is from the lower 48 states. *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 the United States or in Alaska, Hawaii or Canada 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 EVERLAST is not responsible for lost returns. Labor coverage only applies if the unit is serviced at our facility or one of our authorized dealers. EVERLAST 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. Alaska, Hawaii, Canada and International customers: Please email the EVERLAST Sales Support team for a shipping quote before bidding or buying. Shipping is NOT free to these locations under the 30 day policy stated above.

### **Shipping outside of the United States of America:**

- EVERLAST will not ship to the following destinations: PO Boxes, APO/FPO addresses, and Puerto Rico. We do have designated pickup locations in the United States. Call to find out the designated location of your pickup. EVERLAST will only ship to international destinations IF the customer pre-pays via BANK-TO-BANK wire transfer.

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

- Once the payment has been received in full, it is EVERLAST's general policy to ship the customer's item within 3 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.
- If customer pays via PayPal, shipping will be to the customer's confirmed PayPal address only. To pick up the welder or generator at a shipping terminal, the customer must bring his/her identification, depending upon shipping company requirements. Additional requirements may vary by shipper. Contact shipper directly for more information.
- EVERLAST 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 EVERLAST corporate facilities, EVERLAST cannot assume responsibility for delivery or delays in delivery due to shipping company policies, procedures, or union strikes. EVERLAST 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 EVERLAST 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 EVERLAST sales support team should shipping damage occur. Damaged claims must be made within 48 hours of delivery so that an RMA (return merchandise authorization) number can be issued. If there is shipping damage, EVERLAST 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: EVERLAST 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 EVERLAST for a refund. The customer must contact EVERLAST technical support or performance support team to allow EVERLAST a chance to resolve any minor questions or issues prior to returning unit should the need arise. The EVERLAST 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 EVERLAST 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 Everlast. Note: Refunds on units that are returned for reasons 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 EVERLAST 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 Everlast 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 Everlast.
- 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.
- EVERLAST 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.
- Packages that have not been approved for return by Everlast's sales or support team, or packages without an RMA number will be refused and returned to the customer at the customer's expense.
- Units that have been modified by the customer in any way without Everlast's written approval are not eligible for return.

For those customers purchasing COD a \$20 fee will be charged. If shipment is refused and payment not collected upon delivery, fees for shipping costs both ways plus \$20 COD fee will be sent to collections and will be recovered from the customer.

Because Everlast's corporate headquarters and shipping location is in San Francisco CA location, all California customers must pay the applicable 9.5% CA tax. No exceptions.

### **Standard 1 year, 1000 hour Power Generator Warranty (non inverter).**



Everlast will warranty all non-inverter diesel and gasoline power generators for a period not to exceed 1 year or 1000 hours whichever occurs first. This warranty covers parts only and excludes service and labor. In no way will Everlast be responsible for repair charges for any repair or service. Repairs, service and proper maintenance is the responsibility of the customer. Everlast will ship parts deemed necessary (subject to Everlast's review of the claim)

to repair the unit to the customer or to the repair center of the customer's designation free of charge during the duration of the warranty. After the warranty has expired, Everlast will continue to provide needed parts to the customer, as long as parts are available, for a fee to be pre-paid by the customer to cover the retail cost of the part and shipping will be charged. New unused parts will be subject to a 20% restocking fee, plus return shipping costs. Abuse, misuse, failure to properly maintain the product voids this warranty. Warranty does not cover parts subject to wear such as spark plugs, filters, battery, tires, mounts etc. Plastic parts are not covered by warranty. If plastic is damaged in shipping, however, please contact Everlast immediately for replacement. At Everlast's discretion a request may be made for the damaged or non-functioning part/parts to be returned for inspection and failure verification. If a requested return is not made within 30 days, the customer will be charged for the original part or parts provided under warranty plus shipping charges. This warranty is not transferrable.

### **Standard, 2 year 1500 hour Inverter Power Generator Warranty (Electra-Wave)**

Everlast will warranty all "clean power" inverter (Identified typically as "Electra wave") gasoline and diesel power generators for a period not to exceed 2 years or 1500 hours, whichever comes first. This warranty covers parts only and excludes service and labor. In no way will Everlast be responsible for repair charges for any repair or service. Repairs, service and proper maintenance is responsibility of the customer.

Everlast will ship parts deemed necessary (subject to Everlast's review of the claim) to repair the unit to the customer or to the repair center of the customer's designation free of charge during the duration of the warranty.

**Nonfunctioning inverter (Electra-Wave) units upon arrival:** Any inverter based power generator that arrives in a non or improperly functioning condition upon should be immediately reported to Everlast's warranty department for return and replacement by Everlast.

After the warranty has expired on any inverter power generator (identified typically as "Electra-Wave", Everlast will continue to provide needed parts to the customer, as long as parts are available, for a fee to be prepaid by the customer to cover the retail cost of the part and shipping will be charged. New, unused parts will be subject to a 20% restocking fee, plus return shipping costs. Abuse, misuse, or failure to properly maintain the product voids this warranty. Warranty does not cover parts subject to wear such as spark plugs, filters, battery, tires, mounts etc. Plastic parts are not covered by warranty. If a plastic part is damaged in shipping however, please contact Everlast immediately for replacement. At Everlast's discretion a request may be made for the damaged or non-functioning part/parts to be returned for inspection and failure verification. If a requested return is not made within 30 days, the customer will be charged for the original part or parts provided under warranty plus shipping charges. This warranty is not transferrable.

### **Generator Returns:**

Contact must be made within 48 hours of delivery so an RMA number can be issued. If there is verifiable damage, Everlast will assist in filing a damage claim immediately. If you are not able to

receive the package and open it within this time frame, please call us at time of shipping or make other arrangements so that you may be present to inspect the package at the time of delivery or within the allotted amount of time.

### **Generator Refunds:**

Everlast will issue a refund only for the final sales price. Shipping and Handling is nonrefundable. S&H charges depend upon weight, and may vary. The purchaser/customer will be responsible for all return shipping and associated cost, including repackaging and insurance. All return shipping charges are non-reimbursable. Everlast will not be liable for any lost returns, including lost accessories. Unless damaged from initial shipping and verified with Everlast before return, Items must be returned in like-new undamaged condition. Everlast will inspect all returns at the time of delivery. Everlast will not accept packages not in the original packaging (without prior approval), or units with missing/robbed parts and accessories. Furthermore, Everlast will not accept packages that have not been pre-approved for return under any circumstance. Packages not conforming to our policy will be refused and turned back to the original purchaser.

### **Generator Service Notice:**

All generators are shipped without oil and fuel. It is the customer's responsibility to check and fill oil and fuel levels before first use, or the warranty is void. Any battery is required to be shipped dry and without electrolyte or water. Batteries must be filled and properly charged before use. Batteries are not warranted by Everlast. They are provided as a courtesy item and given free of charge or consideration.

### **Legal Information regarding products and website information:**

Specifications subject to change without notice. Some items and accessories may appear different on the website from what will be received. EVERLAST makes no claim or warranty whatsoever regarding the completeness or accuracy of the Web site or its Content. Everlast does not warranty the suitability, functionality, or operation of this web site or its Content. By using this Web site, you assume the risk that the content on this web site may be inaccurate, incomplete or may not meet your needs and requirements. The information and content on this website/server is provided "as is" with no warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or application, and non-infringement. The references and descriptions of products or services within the Web site materials are provided "as is" without any warranty of any kind, either express or implied. Neither EVERLAST or its affiliates are liable for any damages (including any consequential damages) of any kind that may result from the use of the materials, products or services described or offered hereon. The inclusion of informational material on this website does not imply any fitness of application and makes no warranty of any kind with respect to the subject matter's accuracy or authority. Additionally, a possibility exists that unauthorized additions, deletions, and alterations could be made by third parties to the server



materials. Although EVERLAST tries to ensure the integrity and the accurateness of the materials and specifications found on this website, it makes no guarantees about their correctness or accuracy. Any legal complaints or litigation must be filed and or settled in the courts of California with jurisdiction over the company's corporate headquarters.

Website: <http://www.everlastgenerators.com/>

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.