

LINCOLN ELECTRIC GENERAL SALE TERMS AND CONDITIONS Effective as of April 11, 2025

1.GENERAL OVERVIEW

1.1 The General Sale Terms and Conditions (hereinafter the T&C) apply for all commercial relationships (Offers, Orders, Order Confirmations, Sales, Deliveries, Service, etc) developed between the companies of Lincoln Electric Group: Kaynak Tekniği Sanayi ve Ticaret A.Ş., a having its registered office at TOSB- Otomotiv Yan Sanayi Bölgesi 2. Cadde no:5 41420 Şekerpınar, Çayırova, Kocaeli, registered with the Istanbul Trade Registry under no. 108903-0, hereinafter referred to as "Supplier" or "Lincoln Electric", and each of the entity(les) that are the recipient hereof, whose names and titles are set

in the accompanying invoice or on the front page hereof (each hereinafter referred to as a "Buyer").

1.2 All the deliveries and services supplied by Supplier are addressed exclusively for Buyers who are entrepreneurs concluding a contract with Lincoln Electric directly related to their economic activity.

13 The deliveries and services supplied by the Supplier on the basis of the T&C are not intended for consumers.

1.4 Any modification of or counterproposal to the TBC made by the Buyer must be accepted in writing by the Supplier, in the absence of which these TBCs shall be deemed to remain in effect and binding as to the Supplier and said Buyer. 1.5 These T&Cs represent the sole basis for all commercial negotiations and prevail over the General Purchase Terms and Conditions applied by the Buyer, if any. Unless otherwise stated, these T&Cs supplement any framework agreement

between the Buyer and Supplier.

1.6 These T&Cs shall prevail in any conflict between them any document, agreement, stipulation, terms, conditions, offer, counter-offer or acceptance made/received by or from the Buyer (collectively, "Counter-proposal"). This means that the offer made by Lincoln Electric can only be accepted by the Buyer without reservation and solely in accordance with these TBCs, except where Lincoln Electric has expressly and in writing agreed to said Counter-proposal, and Lincoln Electric's failure to object to any Counter-proposal shall not be construed as their acceptance, and in the event of a conflict between the T&C and any Counter-proposal, these T&Cs shall prevail.

1.7 The Supplier reserves the right to modify the T&Cs at any time. The modified T&C will apply for all the Orders starting

with the modification date. In the event that an order is already binding between the Buyer and Supplier, the Buyer shall have 48 hours to contest the applicability of the modifications to the TGC. The modification of the TGC may be transmitted by the Supplier through any means of communication agreed between the Parties, including via e-mail, and including by delivering the modified TGC. The fact that the Supplier does not use at a certain point any of the TGC cannot be interpreted as a renunciation to the right of using the respective T&C at a subsequent date. In a similar way, the invalidity of any of the modified T&C will not affect the validity of the prior version of the T&C.

The Offers, negotiations, documents and any other information provided by the Supplier, other than publicity flyers and instruction manuals, will remain the property of the Supplier and will be regarded as confidential. Without the written consent of the Supplier, the information provided will not be transmitted by the Buyer to third parties and will not be used for purposes other than the purpose each such item has originally been shared with the Buyer.

1.9 If Lincoln Electric fails to invoke any provision of the T&C, this shall not constitute a waiver of its right to invoke that

1.10 The application of the United Nations Convention on Contracts for the International Sale of Goods concluded in Vienna on 11 April 1980, and the United Nations Convention on the Limitation Period in the International Sale of Goods concluded in New York on 14 June 1974 are excluded

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2.1 Except where expressly agreed otherwise, the Offers (defined as the document issued by the Supplier that presents the general characteristics of the goods and the commercial terms and conditions) are valid for a period of 15 calendar days from the date of submission to the Buyer.

2.2The information included in catalogues, flyers and other publicity materials (including the prices, if applicable) is offered for information purposes, only.

Date to information purposes, only.

23 The Supplier reserves the right to perform any modification concerning the aspect, form, dimensions or material of the equipment, devices, machines and components, as well as the design and the description of the materials that are for nublicity nurnoses

2.4Lincoln Electric may change the Catalogue Prices (upwards or downwards according to changes in costs (such as raw materials, currency exchange rates, transport costs, energy, etc., without this list being exhaustive), and general economic conditions. The Supplier will notify the Buyers of the price increase by means of communication agreed between the parties, including e-mail. The revised Catalogue Prices shall apply to Orders that have been placed but are not yet confirmed, as well as Orders placed after the date of notification of the new Catalogue Prices.

The Supplier will only accept firm Orders. For this reason, the Buyer agrees that the essential condition for registering an Order is that the respective Order will be clear, complete, binding and irrevocable. This provision is applied both for acquisitions performed for Stock Products (MTS) and for acquisitions performed for Products on demand (MTO), irrelevant of other general or specific terms and conditions that can be applied.

The Supplier reserves the right to refuse an Order

3.1 Order Acknowledgement

Following receipt of the Buyer's Order, Lincoln Electric shall send the Buyer an Order Acknowledgment summarising i.e. the quantities, product numbers and prices effective at that time. The Buyer has 48 hours to accept the Order Acknowledgment. An Order that has been confirmed by the Supplier and accepted by the Buyer in writing as per the foregoing becomes a binding Order as between the Buyer and the Supplier

3.2 Changes to Catalogue Prices - Final Price

The prices mentioned in the Order Acknowledgment are based on Lincoln Electric's Catalogue Prices at the date and time of shipment of the Order to the Buyer. The Final Price is calculated on the basis of the said Catalogue Prices in effect as of the shipment date, by taking into account individual agreements with the Buyer, if any.

The price for the products as quoted in the Supplier's Order Acknowledgment is indicative only and current as of the date thereof, and it shall be adjusted fincreased or decreased, as the case may be) to reflect the corresponding price for the ordered products in the Supplier's Price Catalogue current as of the date of shipment of the products. Prices quoted in a currency other than the Turkish currency shall be converted into Turkish Liras at the selling exchange rate published by the Central Bank of the Republic of Turkey as of the date of the Supplier's invoice.

A Buyer who refuses a price which is different to the price originally notified shall have the right to terminate their order

in writing before production commences.

Prices are exclusive of VAT and include domestic shipping and shipping costs to EU countries for standard catalogue

products. Please refer to the Special Terms and Conditions of Sale, if any, for the definitive terms and conditions.

3.3. Taxes and customs.

Supplier's price does not include any statutory value-added tax or other taxes which may now or hereafter be applicable. Supplier's price excludes customs, duties and other similar fees which may already at the time of the conclusion of the Agreement be applicable or become applicable any time after the conclusion of the Agreement. Buyer agrees to pay or reimburse any such customs, duties and other fees which Supplier or its suppliers are required to pay or collect. Any customs, duties, fees, taxes, other charges or exactions on the Goods payable to any government or other ntity are the sole responsibility of the Buyer

3.4 Order amendments

Any amendment to a binding Order, particularly concerning delivery times, quantities or materials, is subject to the express written consent of Lincoln Electric.

3.5 Studies and projects

Projects, studies and other documents, sent by Lincoln Electric as part of materials related to a Buyer's Order, remain the sole property of Lincoln Electric and are confidential. The price thereof is included, at no additional cost, in the price of the Order, if the Order is confirmed. Otherwise, Lincoln Electric may seek reimbursement for the cost of preparing

3.6 Order cancellation

Subject to the provisions of Clause 3.2 above, a Buyer may only cancel a binding Order further to Lincoln Electric's consent and the payment of compensation. No Order for a non-standard item for which Lincoln Electric has adapted a Lincoln product may be cancelled without full compensation for the adaptation costs borne by Lincoln Electric.

3.7 Prepayment and down payment
Any order payment is considered to be a prepayment or a down payment and shall be retained by Lincoln Electric, including without limitation in case of cancellation by either party.

Except for the cases that imply other agreements, specific / non-standard packages will be invoiced separately at a specific price and will not be returned to the Supplier. The Buyer has the obligation and the responsibility to inform the Supplier about the necessity for specific / non-standard packages.

5.DELIVERY

5.1 Delivery Conditions

Unless otherwise stigulated, delivery shall be deemed to have been made when the Ordered products are made available in Lincoln Electric's factories or stores (2020Incoterm "ex-works" or "EX Works"). It is the Buyer's responsibility to provide any useful information in relation to delivery terms, and in particular the characteristics of the premises and access

All transport, insurance, customs, handling and on-site operations shall be the responsibility of the Buyer and at their expense and risk.

If a shipment is delayed due to a cause attributable to the Buyer, the goods may be stored and handled by Lincoln Electric, in any event, at the expense and risk of the Buyer, and Lincoln Electric shall not subsequently accept any liability in this respect. The provisions of this clause in no way modify delivery payment obligations and do not constitute

5.2 Inspection

It is the responsibility of the Buyer to inspect the shipments on arrival and to take any action, where necessary, against the carriers, even if the shipment was free of charge, within 3 days of receipt of the goods, by registered letter with acknowledgement of receipt, and to inform Lincoln Electric thereof. Any complaint on delivery must be notified on the form as a reservation upon arrival of the goods, countersigned by the driver and notified to Lincoln Electric at the same time. The words "subject to unpacking" has no legal effect. In the absence of any reservations on delivery, the goods shall be deemed to have been delivered in good condition. The return of any goods will be subject to the prior consent of Lincoln Electric, in accordance with its returns policy.

5.3Delivery Times

Unless otherwise stipulated, delivery times ex-works are indicative. Consequently, any delays cannot justify withdrawal from the Order. If delivery is delayed for a reason beyond Lincoln Electric's control, the order shall be deemed to have been retained by it at the Buyer's expense and risk. In the case of the goods consisting of several units, Lincoln Electric may split the delivery thereof.

6.ACCEPTANCE

The goods may be subject to Buyer's acceptance, but only if an acceptance procedure has been specifically and in writing agreed between the parties. The period for acceptance by the Buyer may not, under any circumstances, be more than 30 days from the delivery date of the goods. If the conditions for acceptance are met, but the Buyer has not done what is necessary for acceptance to be acknowledged, Lincoln Electric may draw up the acceptance report alone and acceptance shall then be deemed to have been issued.

7.PAYMENT TERMS

71 Unless otherwise stipulated, the maximum payment period is 45 days from the delivery. Prepayments and down payments are made on the scheduled date or upon receipt of the invoice. All payments are made by bank transfer only. Any late payment shall be subject to late payment penalties equal to the higher of the current (i) refinancing rate of the European Central Bank, and (ii) the reeskont rate published by the Turkish Central Bank, plus in each of the foregoing cases 10 percentage points. In addition to the foregoing, Lincoln Electric shall be entitled to recover all of its recovery costs and any other damages allowed under applicable law.

72 In the event of Buyer's default in payment Lincoln Electric reserves the right, to withhold other Orders (which shall not be considered as a default) or to require prepayments, down payments or payment guarantees for any other Orders. The Buyer shall pay the costs of all security and other method of payment.

Lincoln Electric retains ownership of any goods sold until the price, costs (including packaging and delivery) and incidentals have been paid in full. Any non-payment may result in a claim for the return of these goods. Additionally, Lincoln Electric shall be entitled to withhold any further shipments of goods and any trade activity with the Buyer or its affiliates unless and until all balances due have been paid and receive din full.

From delivery at the latest, the Buyer assumes the risks of loss or deterioration of these goods and is liable for any

damage they may cause, in accordance with the provisions of clause 5 above.

9 FOLIPMENT WARRANTIES AND WARRANTIES FOR CONSUMARIES

The Buyer acknowledges that it has received from Lincoln Electric to its satisfaction accurate and complete information on the technical characteristics of the goods sold and that it has ensured that the goods sold by Lincoln Electric is suitable for its needs. The Buyer shall also ensure, prior to any contemplated export (if any), that all applicable laws, including export laws, are complied with. Lincoln Electric warrants its goods exclusively and in an exhaustive manner in accordance with the clauses below (Warranties).

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Lincoln Electric provides a warranty for its goods in accordance with the terms of the Equipment Warranty and the limited Warranty for consumables set out in the appendix, and according to the following provisions:

9.1 Scope of the warrantv

Incloh Electric undertakes to remedy any operating defect resulting from a design fault, the materials used or the performance of its services referred to in the order, subject to the provisions below and in accordance with the terms in this Clause 9 and, where applicable, the "Equipment Warranty" and/or "Limited Warranty for consumables"

documents. The warranty is excluded:
(a)In case of damage resulting from lack of maintenance or monitoring.

(b)For defects resulting, in whole or in part, from normal wear and tear of the part or from damage or accident attributable to the Buyer or a third party.

(c)In the event of a defect resulting from parts supplied by the Buyer and incorporated in the manufacture at its request. (d)If the Buyer uses non-original parts or equipment, counterfeit parts or parts supplied by third parties not approved by Lincoln Electric

(e)In the event of repair or modification by the Buyer or by a third party appointed by it without the prior consent of Lincoln Electric

(f)In the event of force majeure.

9.2 Warranty period

The warranty period starts from the date of delivery in accordance with clause 6 hereof. It ends at the earliest of the following two terms: after one year or after a specified number of hours of use as determined and notified by Lincoln

9.3 Enforcement of the warranty In order to benefit from the warranty, the Buyer must promptly notify Lincoln Electric in writing of any defects attributed to the goods supported by any evidence.
When it is informed of a defect under the terms of this clause, Lincoln Electric undertakes to remedy it. Lincoln Electric

reserves the right to modify the goods during repairs and installations. Works under the warranty shall be carried out at Lincoln Electric's workshops, with shipment of the goods being the responsibility of the Buyer. Transport costs and travel expenses shall be payable by the Buyer.

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10.1The Buyer acknowledges that it has received from Lincoln Electric accurate and complete information on the technical characteristics of the equipment sold and that it has ensured that the equipment sold by Lincoln Electric is suitable for its needs. The Buyer shall also ensure, prior to any contemplated export, that all applicable laws, including export laws, are complied with. Lincoln Electric warrants its products in accordance with the «Warranties» clauses below.

10.2 Subject to the foregoing, Lincoln Electric's liability shall be limited exclusively to compensation for direct personal injury and damage to property for which the Buyer proves the existence and causal link, and shall not exceed the amount of the order, even if the loss suffered by the Buyer proves to be greater.



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10.3 Compensation for any indirect damage, including in particular any damage suffered by the Buyer's customers and/or financial and/or intangible and/or extra patrimonial damage, including in particular damage to the Buyer's reputation, is excluded. 10.4 Lincoln Electric's liability shall in all cases be limited to the amount of the net Order (as indicated in the respective invoice) in connection with which the Buyer claims its damage

11.STATEMENTS IN WRITING

The Parties agree that all the statements that the T&C require in writing may be made with a handwritten signature (wet signature), qualified electronic signature, by using electronic means—or they can be send in the form of an email. The version of the T&C transmitted electronically in Portable Document Format (PDF) has the same legal force, is fully binding and has the same effect. To the extent permitted by applicable law, the Parties waive any rights they may have to object to such treatment

12.DISPUTES

12.1 Any dispute concerning the interpretation and execution of the present T&C or resulting from or in connection with an Order will be governed by Turkish law.

12.2 In case a dispute cannot be settled in an amicable manner, it shall be resolved by the courts in Istanbul.

Supplier shall not be in default for failure to perform and shall not be liable for loss, damage, detention or delay when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, terrorism, sabotage, power, explosions, epidemics, pandemics, civil disturbances, strike, labor difficulties, acts or omissions of any governmental authority, compliance with government laws or regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, raw materials, supplies, equipment or power in sufficient amounts or at reasonable prices or manufacturing facilities from usual sources, or in case necessary labor, raw materials, supplies, equipment or power are subject to unpredictable increases in costs by any governmental action that were not in place at the commencement of this Agreement, including but not limited to tariffs or customs, or equipment failure, or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes [Force Majeure Event'].

If any such Force Majeure Event prevents the Supplier's performance of any of its obligations under this Agreement, Supplier shall have the right to (a) change, terminate or cancel the Agreement or (b) omit during the period of the Force

Majeure Event all or any portion of the quantity of the Goods/Services deliverable during that period, whereupon the total quantity deliverable under this Agreement shall be reduced by the quantity omitted. Upon the occurrence of any Force Majeure Event or circumstance referenced above and in case the Supplier is unable to supply the total demands for any Goods to be delivered under this Agreement, the Supplier shall have the right to allocate Goods, Services and/or Software among its customers in its sole discretion. This Section supplements, and does not replace, any remedies available to Supplier under applicable law. For the avoidance of doubt, no change, cancellation or allocation by the Supplier shall be deemed to be a breach of any provision, term, condition, or covenant of this Agreement.

14 COMPLIANCE WITH LAWS

14.1.The Buyer shall comply with laws and regulations applicable to its relationship with Lincoln Electric, and, for distributors, with laws on the resale or marketing of Lincoln Electric products. This includes compliance with all "anti-corruption laws", whether active or passive corruption or influence peddling in the private or public domain. This also includes all applicable Turkish. European and US laws on economic sanctions and export controls and the Buyer shall not sell Lincoln Electric's products to Cuba, Iran, North Korea, Sudan, Syria or Ukrainian regions of Crimea, Donetsk and Luhansk, Kherson and Zaporizhzhia or sell them for military purposes (except with the express prior consent of Lincoln Electric and after consideration of the situation with the Buyer), it being understood that such list of excluded countries/ jurisdictions shall be automatically revised upon the amendment of the underlying sanction directive

14.2Code of Business Ethics

The Buyer declares that it has read the Lincoln Electric Group's code of conduct and professional ethics (which is available on the Lincoln website https://www.lincolnelectric.com/en/Legal-Information/Code-of-Conduct) and that it shall comply with the principles thereof.

15 END OF LIFE OF THE GOODS

Insofar that the goods sold is professional electrical and electronic equipment referred to in Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment (WEEE), the Buyer undertakes to comply with regulations and procedures on waste disposal for such goods. In the spirit of national and European regulations, the Parties shall make every effort to make the measures stipulated in the contract as effective as possible. The eco-participation of our products is included in our prices.

Lincoln Electric's privacy and cookies policy is presented on the Lincoln website www.lincolnelectric.com. These documents specify Lincoln Electric's commitments regarding the access, collection, processing, transfer and use of personal data during Lincoln Electric's activities. Insofar that the Buyer sends personal data to Lincoln Electric, the Buyer undertakes to inform its employees and service providers of these policies and of the web link indicated above, in order to facilitate their access

Each party undertakes to process personal data in accordance with the applicable laws and regulations.

17.INTELLECTUAL PROPERTY

The Buyer shall not acquire any rights in respect of the Supplier's intellectual property rights (including trademarks, licenses, commercial brands, commercial secrets, etc) incorporated in goods, packages and connected documentation. Nothing in the T&C can be interpreted as granting of licenses or other rights to use the intellectual property rights of the Supplier.

WARRANTY STATEMENT

1.Lincoln Electric warrants to the end user [buyer] of welding or plasma cutting equipment (collectively, the "Goods") that these products are delivered without any manufacturing or equipment defects. This warranty is invalid if Lincoln Electric or one of its Lincoln Authorized Service Facilities (LASF*) finds that the equipment has been subject to:

(1)Non-compliant installation (2)Non-compliant repair

B)Non-compliant use
(4)Use of non-original accessories (e.g. remote controls, connection cables, cooling liquids, reels, etc.)

(5)Use of non-original spare parts (6)Failure due to normal wear and tear

(7)Inadequate power supply (8)Damage caused during tra

1.1.Warranty period [1] [2] [3] [5]

Lincoln will pay the costs of any spare parts and Lincoln's labour for the entire warranty period. The warranty shall start from the date of purchase by the original end User from Lincoln Electric or one of its approved Distributors or on the date of manufacture if no proof of purchase mentioning the serial number of the machine can be provided. The warranty periods are as follows:

(a)5 years

uto-darkening welding masks VIKING™2450 Series 4 and VIKING™3350 Series 4

(b)3 years

For all welding machines, reels, plasma cutting machines, auto-darkening welding masks with respiratory protection EuropurePLUS™ 5500LS [the engine blocks have a 3-years warranty], except those listed below.

(i)Speedtec Speedtec® 180C, Speedtec® 200C, , Tomahawk 30K, Tomahawk 45, QuickMig 250, QuickMig 300 (ii)Prestomig 185MP, Prestomig 210MP. (iii)Citomig 185MP, Citomig 210MP (iv)Freezling

(v)Outbak200.

(vi)Auto-darkening mask: EUROWAVE 3.0 LS

(vii)Auto-darkening mask with respiratory protection: Zephyr LS, Flip'air LS [the engine blocks of these 2 hoods have a 1-year warranty]

3-years warranty

(viii)Grinding masks EuropurePLUS™ CLEAR, EuropurePLUS™ LE FACE SHIELD (the engine blocks of these 2 hoods have a

(x)Bester 170- ND / 210-ND, Bester 155-ND PAK / 170-ND PAK / 210-ND PAK (x)Megster-330, BesterMig200, BersterMig 215-S

(d)1 vear

(i) Coolarc 40

(ii) Respiratory protection: Cleanspace2 VRTEX
(ii) VRTEX®® 360, VRTEX® Mobile and VRTEX® Engage, VRTEX® Compact

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(A)Environmental systems, including portable units, central units, arms (does not include consumables in the list of goods with a 30-day warranty)

(vi) Welding and cutting accessories, including trolleys, site-installed options that are sold separately, removable options, welding accessories, standard accessory sets, spare parts and Magnum® products (does not include parts subject to wear or guns/torches listed in the 90 or 30-day product warranty list

(e)18 months

Auto-darkening welding masks Eurospeed LS

(f)6 months

Welding torches, cutting torches, pressure reducers and gas manifolds. MIG torches in the LG Promig range

(g)90 days

asma torches and MIG gouging torches, TIG, coil guns, Lincoln cable rolls

(h)30 days

(i) Consumables that may be used in the environmental systems described above. This includes nozzles, filters, belts and nozzle adapters

(ii) Parts subject to wear: Lincoln is not responsible for replacement of any parts subject to wear further to normal wear and tear. (iii) software

1.2.Second-hand equipment

The warranty period begins on the date of shipment from Lincoln Electric and for the warranty period agreed in advance in writing

1.3.No warranty period

Weld' FIT, WELD' Her and other clothing for use in welding are covered by a warranty for manufacturing defects. Weld' FIT, WELD' Her and other clothing for use in welding are not covered by any warranty once they have been used.

1.4.Condition of warranty

The buyer must contact a Lincoln Authorized Service Facility (LASF*) regarding any defect covered by Lincoln's warranty (contact your Lincoln sales representative for the address of an LASF* or visit http://www.lincolnelectric.fr). The final decision regarding the warranty for welding and cutting equipment rests with Lincoln Electric or the LASF*.

1.5.Repair under warranty
If Lincoln Electric or the LASF* confirms a defect falling within the remit of this warranty, that defect shall be remedied

by a repair or replacement, with the decision resting with Lincoln Electric.

At Lincoln's request, the Buyer must return all "goods" said to be defective to Lincoln or the LASF* in accordance with the terms of Lincoln's warranty.

1.6.Shipping costs

Any shipping or packing costs incurred in returning the goods to Lincoln or to the LASF* or in collecting them shall be payable by the buyer.

1.7.Warranty restriction

Lincoln Electric shall not be liable for any repair that has not been carried out by an LASF*. Lincoln Electric's liability under this warranty shall not exceed the cost of correcting the Lincoln Electric product defect. This warranty does not cover travel, accommodation or subsistence expenses.

*LASF = Lincoln Authorized Service Facility = [Approved Repair Centre]

This warranty does not cover naturally worn parts (such as drive spools, liners (ducts), wheels, contactor units, contact tubes and coal).

Lincoln Electric shall not be liable for any real damage, lost profits, indirect damage caused by a defect or the time needed to correct a defect.

This written warranty is the only express warranty provided by Lincoln with regard to its Goods.

[1] All engines and accessories have a manufacturer's warranty and are not covered by this warranty.

[2] Lincoln Electric is not liable for consequential damage resulting from normal wear and tear from twisting and abrasion. End-users are responsible for conducting routine inspections to detect any wear and tear and to correct it hefore the cable fails

[3] Air Vantage® compressors are under their manufacturer's warranty and are not covered by this warranty.

[4] The pump is only under warranty for one year.
[5] All Burny Kalibur products are under warranty with Kaliburn and are not covered by this warranty. E-mail: burnvkaliburn.sales@lincolnelectric.eu