

LINCOLN ELECTRIC GENERAL TERMS AND CONDITIONS OF SALE

Effective as of 1 January 2022

Clause 1: General - Modification of Catalogue Prices

These general terms and conditions of sale (*hereinafter the T&C*), apply to all contractual relationships between SAS Lincoln Electric France, Rouen Trade and Companies Register number 580 501 310, the registered office of which is at avenue Franklin Roosevelt 76120 Le Grand Quevilly, and any corporate customer (*hereinafter the Buyer*) Unless otherwise stated, the T&C supplement framework agreements. The T&C are supplemented by the Special Terms and Conditions of Sale applicable to the Buyer. Warranties for consumables and Equipment Warranties are included in the Appendix to the T&C. Any derogation from the T&C must be agreed to in writing by Lincoln Electric and is only valid for the transaction for which the derogation was requested. Lincoln Electric reserves the right to amend the T&C. Lincoln 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.* A price increase will be notified by a formal announcement from the supplier to its customers. If Lincoln Electric fails to invoke any provision of the T&C, this shall not constitute a waiver of its right to invoke that provision at a later date.

Clause 2: Quotation - Sales offer

Unless otherwise agreed, and subject to clause 3.2, Lincoln Electric's quotations or sales offers are valid for 15 days from the issuance thereof.

Clause 3: Order

3.1 - Order Acknowledgement

Following receipt of the Buyer's order, Lincoln Electric shall send the Buyer an Order Acknowledgment summarising the quantities, product numbers and Catalogue Prices at that time. The Buyer has 48 hours to dispute the Order Acknowledgment, failing which, the Order is final.

3.2 - Changes to Catalogue Prices - Final Price

The prices mentioned in the Order Acknowledgment are indicative and are based on Catalogue Prices at the date of acknowledgment. The final Price is the price calculated from the Catalogue Prices at the time of shipment of the Order. The Final Price shall be sent to the Buyer. A Buyer who refuses a price which is different to the price originally notified shall have the right to terminate their order. Prices are exclusive of tax and generally include shipping costs to mainland France for standard catalogue products; please refer to the Special Terms and Conditions of Sale for the definitive terms and conditions.

3.3 - Order amendments

Any amendment of an Order that has become final, particularly concerning delivery times, quantities or materials, is subject to the express consent of Lincoln Electric.

3.4 - Studies and projects

Projects, studies and documents, sent by Lincoln Electric as part of 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 request payment thereof.

3.5 - Order cancellation

A Buyer may only cancel a final 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.

3.6 - Down payment

Any order payment is considered to be a down payment and shall be retained by Lincoln Electric.

Clause 4: Packaging

In the absence of any specific information on this matter, packaging is prepared by Lincoln Electric according to the characteristics of the order. It is the Buyer's responsibility to inform Lincoln Electric at the time of the order of any need for specific packaging, which shall be subject to a specific charge.

Clause 5: Delivery

5.1 - Delivery terms

Unless otherwise stipulated, delivery shall be deemed to have been made upon availability 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 thereto.

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 equipment 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 novation.

5.2 - Checks

It is the responsibility of the Buyer to check 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 packing 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" are not valid and cannot be accepted as a reservation. In the absence of any reservations on delivery, the goods shall be deemed to have been delivered in good condition. The return of any equipment will be subject to the prior consent of Lincoln Electric, in accordance with its returns policy.

5.3 - Delivery times

Unless otherwise stipulated, delivery times ex-works are indicative. Consequently, any delays cannot justify cancellation of 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 equipment consisting of several units, Lincoln Electric may split the delivery thereof.

Clause 6: Acceptance

Equipment may be subject to an acceptance procedure agreed between the parties. 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 report alone and acceptance shall then be deemed to have been issued.

Clause 7: Payment terms

Unless otherwise stipulated, the maximum payment period is 45 days from the end of the month in which the invoice is issued. Down payments are made on the scheduled date or upon receipt of the invoice. Any late payment shall be liable to late payment interest equal to the current refinancing rate of the European Central Bank, plus 10 points and fixed compensation for recovery costs of €40. Late payment penalties are payable automatically. Lincoln Electric reserves the right, after formal notice to pay has remained unheeded, to suspend other deliveries or to request a cash payment or financial guarantees for any further orders. The Buyer shall pay the costs of any declined payment method.

Clause 8: Retention of title

LINCOLN ELECTRIC RETAINS OWNERSHIP OF ANY GOODS SOLD UNTIL THE PRINCIPAL 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. Nonetheless, 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.

Clause 9: Equipment Warranties and Warranties for Consumables

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

9.1 - Scope of the warranty

Lincoln 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 11 and, where applicable, the "Equipment Warranty" and/or "Limited Warranty for consumables" documents. The warranty is excluded:

- In case of damage resulting from lack of maintenance or monitoring.
- 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.
- In the event of a defect resulting from parts supplied by the Buyer and incorporated in the manufacture at its request.
- If the Buyer uses non-original parts or equipment, counterfeit parts or parts supplied by third parties not approved by Lincoln Electric.
- 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.
- 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.

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

Clause 10: Liability

The obligation to provide information and advice is expressly excluded: it is the Buyer's responsibility to select equipment in accordance with its technical needs and to check with Lincoln Electric that the equipment is suitable for the intended application. Prior to any proposed export, the Buyer shall ensure compliance with any applicable laws, including export laws

Lincoln Electric provides a warranty for its products in accordance with the "Warranty" clauses below but shall not, under any circumstances, be obliged to pay damages for any loss alleged or sustained by the Buyer, including loss of earnings, loss of opportunity, loss of revenue or profit, damage to the Buyer's reputation or any damage sustained by the Buyer's customers. Indirect damage is expressly excluded.

Clause 11: Disputes

In the absence of a private agreement, any dispute relating hereto shall fall within the exclusive jurisdiction of the Commercial Court of Paris. Only French law shall apply to the contract.

Clause 12: Compliance with laws

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 French, 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 Crimea or sell them for military purposes [except with the express prior consent of Lincoln Electric and after consideration of the situation with the Buyer].

Code of Business Ethics. The Buyer declares that it has read the Lincoln Electric Group's code of conduct and professional ethics (a copy of which is available on the Lincoln website www.lincolnelectric.fr) and that it shall comply with the principles and rules thereof.

Clause 13: End of life of the equipment

Insofar that the equipment sold is professional electrical and electronic equipment referred to in Decree no. 2005-829 of 20 July 2005 transposing Directive 2002/96/EC of 27 January 2003, the Buyer undertakes to comply with regulations and procedures on waste disposal for such equipment. 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 unique identifying number no. FR000668_05KVVII certifying the registration in the Register of Producers belonging to EEE manufacturing sector, under Article L.541-10-13 of the French Environmental Code, has been attributed by Ecosystem to Lincoln Electric France.

Clause 14: Data privacy policy

Our privacy and cookies policy is presented on the Lincoln website www.lincolnelectric.fr. 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.

EQUIPMENT WARRANTY

Warranty statement

Lincoln Electric (Lincoln) 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 or one of its Lincoln Authorized Service Facilities (LASF*) finds that the equipment has been subject to:

- Non-compliant installation
- Non-compliant repair
- Non-compliant use
- Use of non-original accessories (e.g. remote controls, connection cables, cooling liquids, reels, etc.)
- Use of non-original spare parts
- Failure due to normal wear and tear
- Inadequate power supply
- Damage caused during transport

Warranty period [1][2][3][4]

Lincoln will pay the costs of any spare parts and labour for the entire warranty period. The warranty shall start from the date of purchase by the original end User from Lincoln 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:

3 years

For all welding machines, reels, plasma cutting machines, Viking™ 4C series 1840/2450/3250/3350 auto-darkening welding masks and Lincoln coolers, except those listed below.

2 years

- Invertec® 135S -150S and 170S, Invertec® V205S_2V, Linc 405S&SA, Linc 635S&SA, Invertec® V160T&TP, Invertec® V205TP_2V, Invertec® V270T&TP, Invertec® V205T AC/DC, Invertec® PC210, Speedtec® 180C, Speedtec® 200C, Bester 130i-S, Bester 160i-ST, Bester 200i-ST, Bester 155-ST, Bester 170D-ST, Bester 210D-ST, Bester MIG 1900, MAGPOWER range, WELDPAK 2000, Viking™ 1740 /1840 /2450/3350 auto-darkening mask, Coolarc 20^[4], Coolarc 30^[4], Coolarc 34^[4], Coolarc 35^[4].
- Saxo 3.2, Presto 160, Presto175, Presto145 Force, Presto 165 Force, Presto185 Force, Presto 190C, Rodarc 400, Rodarc 500, Buffalo 405X, Buffalo 670X
- Miniarc 3.2, Citoarc 1600, Citoarc 1750, Citoarc 1450 Force, Citoarc 1650 Force, Citoarc1850 Force, Citoarc 1900C force, Citoarc 270 MMACitorod 4000, Citorod 4500, Citorod 4005XT, Citorod 6700XT
- Prestotig 160 PFC, Prestotig 180 Force, Prestotig 220 Force.
- Citotig 1600 HPF, Citotig 1800 Force, Citotig 2200 Force, Citotig 200 ACDC.
- Prestomig 185MP, Prestomig 210MP.
- Citomig 185MP, Citomig 210MP.
- Prestojet 8, Prestojet 8K, Prestojet 12MV PFC.
- Citocut 8, Citocut 8K, Citocut 12MV HPF.
- Freeztig
- Auto-darkening mask: Chameleon 4V+LS, Eurolux LS.
- Auto-darkening mask with respiratory protection: Zephyr LS, Flip'air LS, Europure 5500 LS [the engine blocks of these 3 hoods have a 1-year warranty]

1 year

- Coolarc 40
- Respiratory protection: Cleanspace2
- VRTEX® 360, VRTEX® Mobile and VRTEX® Engage, VRTEX® Compact
- Linc Screen II auto-darkening mask, Euroone, Chameleon 3 VO StreetArt, Eurospeed LS
- HydroguardTM10 and HydroguardTM 350
- Lincoln gas regulators
- Environmental systems, including portable units, central units, arms (does not include consumables in the list of goods with a 30-day warranty)
- 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)

6 months

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

90 days

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

30 days

- Consumables that may be used in the environmental systems described above. This includes nozzles, filters, belts and nozzle adapters.
- Parts subject to wear: Lincoln is not responsible for the replacement of any parts subject to wear further to normal wear and tear.
- Software.

Second-hand equipment

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

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.

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 or the LASF*.

Repair under warranty

If Lincoln 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. 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.

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.

Warranty restriction

Lincoln shall not be liable for any repair that has not been carried out by an LASF*. Lincoln's liability under this warranty shall not exceed the cost of correcting the Lincoln product defect.

This warranty does not cover travel, accommodation or subsistence expenses.

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

Lincoln shall not be liable for any associated or consequential damage (such as loss of sales, etc.) 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 products. Implied statutory warranties such as the warranty of merchantability are limited to the period of this warranty for the equipment in question. This warranty gives the buyer specific legal rights.

The buyer may also have other rights that vary from country to country.

- [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 before 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. Email: burnykaliburn.sales@lincolnelectric.eu

*LASF = Lincoln Authorized Service Facility = (Approved Repair Centre)

LIMITED WARRANTY FOR CONSUMABLES

Warranty statement

Lincoln Electric Europe (Lincoln) warrants to the end user [buyer] that all new welding consumables are free of manufacturing and equipment defects. This warranty shall be invalid if Lincoln or its Authorized Service Facility finds that the consumables have been subject to:

- Improper storage
- Lack of care
- Non-intended uses
- Failure due to normal wear and tear
- Damage during transport

Warranty period

1. All warranty periods start on the date of invoicing to the end-user by Lincoln or an authorized Lincoln dealer. The warranty terms are as follows:

- The warranty period is 1 year from the invoice date for all consumables,
- Provided that the goods are stored in a cool, dry place, in an appropriate storage space and under no circumstances outside, as described in our "General storage and handling instructions"
- Provided that no transport has taken place following delivery by Lincoln to the customer
- Provided that the goods have never fallen or been damaged in the customer's warehouse following delivery.

2. In the event of a complaint, Lincoln is entitled to request the customer's "inspection of incoming goods" form from acceptance of the equipment.

3. Lincoln advises that at least 2% of delivered equipment be inspected upon delivery.

4. When properly stored and handled, the shelf life of all consumables is 3 years, except for the following 2 cases:

- The shelf life of all Sahara Ready Pack (SRP) consumables may be extended to 5 years.
- The shelf life of all alloy consumables is limited to 1 year.

The shelf life indicates the period during which our products can be stored on the customer's premises and is not included in the warranty which is, in any case, limited to 1 year from the invoice date. For more information on shelf life and storage, please refer to Lincoln's "General Storage and Handling Instructions".

Warranty condition for enforcing the warranty

The buyer must contact their local Lincoln sales representative for any assistance or visit www.lincolnelectric.com. The final definition of the warranty will rest with Lincoln. At Lincoln's request, the buyer must return any "goods" deemed defective in accordance with the Lincoln warranty.

Shipping costs

The buyer is responsible for transport and packaging costs for shipping to/from Lincoln.

Warranty restriction

Lincoln's liability under this warranty shall not exceed the cost of correcting the defect affecting the Lincoln product. The warranty does not cover travel, accommodation or subsistence expenses. Lincoln shall not be liable for any accidental or consequential damage (such as loss of earnings) due to the defect or the time needed to correct the defect. This written warranty is the only express warranty provided by Lincoln for its own products. Any warranty implied by law such as the warranty of merchantability is limited to the validity period of this limited warranty for the equipment concerned. This warranty gives the buyer specific legal rights. The buyer may also benefit from other rights depending on the country.