

**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: Taxes and customs**

Seller's price does not include any statutory value-added tax or other taxes which may now or hereafter be applicable. Seller'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 Seller 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 entity are the sole responsibility of the Buyer

**Clause 3: 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 4: Order****4.1 – 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.

**4.2 – 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.

**4.3 – 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

**4.4 – 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.

**4.5 – 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.

**4.6 – Down payment**

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

**Clause 5: 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 6: Delivery****6.1 - 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.

**6.2 - Checks**

Il appartient à l'acheteur de vérifier les expéditions à l'arrivée et d'exercer, s'il y a lieu, ses recours contre les transporteurs, même si l'expédition a été faite franco, dans les 3 jours de la réception des marchandises, par lettre recommandée avec accusé de réception, et d'en informer Lincoln Electric. Toute réclamation sur la livraison devra être notifiée comme réserve sur le Bordereau d'expédition à l'arrivée de la marchandise, contresignée par le chauffeur et notifiée simultanément à Lincoln Electric. La mention « sous réserve de déballage » est dépourvue de valeur et ne pourra être admise comme réserve. En l'absence de réserves à la livraison, les marchandises seront réputées avoir été livrées en bon état. Tout retour de matériels sera conditionné à l'accord préalable de Lincoln Electric, conformément à sa politique de retour.

**6.3 - 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 7: 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.

**Article 8 : Conditions de paiement**

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. All payments are made by bank transfer only. Any late payment shall be liable to late payment penalties equal to the current refinancing rate of the European Central Bank,

plus 10 percentage 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 9: 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 10: 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:

**10.1 - 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.

**10.2 - 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.

**10.3 - 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 11: Liability**

The 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. 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. 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.

**Clause 12: 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 13: Force Majeure**

LSeller 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 including as a result of any governmental action or policies (including 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 Seller's performance of any of its obligations under this Agreement, Seller shall have the right to (a) 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 Seller is unable to supply the total demands for any Goods to be delivered under this Agreement, the Seller shall have the right to allocate goods, services and/or software among its customers in its sole discretion. This clause supplements, and does not replace, any remedies available to Seller under applicable law. For the avoidance of doubt, no change, cancellation or allocation by the Seller shall be deemed to be a breach of any provision, term, condition, or covenant of this Agreement.

**Clause 14: 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 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).

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](http://www.lincolnelectric.fr)) and that it shall comply with the principles and rules thereof.

**Clause 15: 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\_05KVVI certifying the registration in the Register of Producers' belonging to EEE manufacturing sector, under Article L541-10-13 of the French Environmental Code, has been attributed by Ecosystem to Lincoln Electric France. The eco-participation of our products is included in our prices.

**Clause 16: Data privacy policy**

Our privacy and cookies policy is presented on the Lincoln website [www.lincolnelectric.fr](http://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) (5)

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:

#### 5 years

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

#### 3 years

For all welding machines, reels, plasma cutting machines, auto-darkening welding masks with respiratory protection EuropurePLUS™ 6500LS [the engine blocks have a 3-years warranty], except those listed below.

#### 2 years

- Speedtec® 180C, Speedtec® 200C, , Tomahawk 30K, Tomahawk 45, QuickMig 250, QuickMig 300.
- Prestomig 185MP, Prestomig 210MP.
- Citomig 185MP, Citomig 210MP.
- Freeztig
- Outback 200
- Auto-darkening mask: EUROWAVE 3.0 LS.
- Auto-darkening mask with respiratory protection: Zephyr LS, Flip'air LS, [the engine blocks of these 2 hoods have a 1-year warranty]
- Grinding masks EuropurePLUS™ CLEAR, EuropurePLUS™ LE FACE SHIELD [the engine blocks of these 2 hoods have a 3-years warranty]
- Bester 170-ND / 210-ND, Bester 155-ND PAK / 170-ND PAK / 210-ND PAK
- Magster-330, BesterMig 200-, BersterMig 215-S

#### 1 year

- Coolarc 40
- Respiratory protection: Cleanspace2
- VRTEX® 360, VRTEX® Mobile and VRTEX® Engage, VRTEX® Compact
- Linc Screen II auto-darkening mask, Bester Screen II, Euroone, Chameleon 3 VO
- 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]

#### 18 months

- Auto-darkening welding masks Eurospeed LS

#### 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](mailto: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](http://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