Lincoln Electric Automation, Inc.
Terms and Conditions of Sale

Effective Date: October 15, 2025

1. Definitions. Unless a mutually agreed upon negotiated agreement is in force between Buyer and Seller (as those terms are defined herein) the following definitions apply: (a) **"Seller"** means Lincoln Electric Automation, Inc., or its subsidiaries or affiliates identified in the Seller Documents (defined below). Nothing in the Agreement shall be construed to make Seller or any of its affiliates responsible or liable in any way, whether jointly or severally, under any Agreement to which it is not specifically identified as Seller's written or oral acceptance of Buyer's order ("Seller's Order Acknowledgement"). (b) **"Buyer"** means the person or entity purchasing Goods, Services and/or Software from Seller. (c) **"Seller Documents"** means any Seller proposal, acknowledgment or invoice and all documents incorporated by specific reference herein or therein by Seller, and these terms and conditions of sale ("**Terms**"), which together shall constitute the complete terms and conditions governing the sale of Goods, Services and/or Software ("**Agreement**"). (c) **"Goods"** means Goods sold under this Agreement, as identified in the Seller Documents, and can include any saleable item, including all things encompassed by the definition of Goods set forth in the Uniform Commercial Code, including but not limited to customized automation systems and parts, pre-engineered automation systems and parts, and Software. (d) "**End-User**" means the person or entity that purchases the Goods directly from Seller or a reseller. The "initial" End-User is the first End-User. (e) "**Services**" means all labor, supervisory, technical and engineering, installation, commissioning, programming, support, repair, training, consulting or other services provided by Seller under the Agreement. (f) "**Software**" means all software, plus software documentation, if any, licensed to Buyer by Seller under this Agreement.

2. Contract Formation. Buyer shall be deemed to have accepted this Agreement, including these Terms, by any conduct, action or inaction manifesting Buyer's acceptance of the benefits of this Agreement, including, but not limited to (1) the presentation by Buyer of a Purchase Order to Seller, (2) Buyer's written or oral acceptance of Seller's Order Acknowledgement and/or these Terms, (3) Buyer's failure to object in writing to these Terms within ten (10) days of receipt of Seller's Order Acknowledgement, (4) delivery of the Goods and/or Services to Buyer, or (5) Seller's commencement of work on the Goods and/or Services with Buyer's knowledge or at Buyer's direction. ANY AND ALL ADDITIONAL OR DIFFERENT TERMS IN THE BUYER'S REQUEST FOR PROPOSAL, PURCHASE ORDER, BUSINESS FORMS, WEBSITE OR BY ANY OTHER DOCUMENTATION ISSUED BY BUYER ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS, AND SELLER HEREBY GIVES NOTICE TO BUYER OF OBJECTION TO AND REJECTION OF SUCH TERMS. Additional or different terms applicable to a particular sale may be specified in the body of a Seller Document or agreed to in a written contract signed by both parties. No website usage agreement or any other click through agreement on a web-site will have any binding effect whether or not Seller clicks on an "ok," "I accept," or similar acknowledgment. In the event of a conflict in terms in any commercial documents exchanged between the parties, the following order of precedence will apply: (a) any

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written contract signed by both Seller and Buyer; (b) any Seller Order Acknowledgement, (c) any Seller Documents other than these terms; and (d) these Terms.

3. Prices. (a) Proposals for Goods, Services and/or Software expire thirty (30) days from the date thereof. All prices reflected in a Proposal are subject to change during that thirty (30) day period. (b) Prices for Services are based on normal business hours. Seller reserves the right to charge Buyer overtime rates for Services rendered outside normal business hours, holiday pay for working on holidays and travel time. Prices are subject to change without notice. (c) Seller's price does not include any federal, state or local property, license, privilege, sales, value-added, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Buyer agrees to pay or reimburse any such taxes which Seller or its suppliers are required to pay or collect. If Buyer is exempt from the payment of any tax or holds a direct payment permit at the time of the placement of order, Buyer shall provide Seller a copy, acceptable to the relevant governmental authorities of any such certificate or permit. (d) Seller's price excludes customs, duties and other similar fees which may not or hereafter be applicable. Buyer agrees to pay or reimburse any such customs, duties and other fees which Seller or its suppliers are required to pay or collect. Seller neither represents nor guarantees that any of the Goods qualify as originating under the North American Free Trade Agreement, Buy America, General System of Preferences or other relevant, existing or future trade agreements or tariff preference programs. Any duties, fees, taxes, other charges or exactions on the Goods payable to any government or other entity are the sole responsibility of the Buyer. Seller's price includes standard packaging for shipment by truck, unless expressly stated otherwise in the Seller Documents. Any change after the proposal date in such rates, or additional packaging required by Buyer or required to transport the Goods or Software via another mode of transportation, shall be paid to Seller in addition to the quoted price. (e) The price and delivery date of any order might change as a result of tariffs, duties and other surcharges. All direct or indirect price increases resulting from these tariffs, duties or other surcharges are the sole responsibility of Buyer and will be passed directly to Buyer. Any delivery delays for the Goods and Services of this order that are directly or indirectly caused by these tariffs, duties or other surcharges are excused by Buyer and do not constitute breach of contract by Seller.

4. Payment. (a) All payments are due upon receipt of invoice without offset by Seller. (b) Seller has no obligation to ship any Goods to Buyer or to complete future milestones until Buyer is current on all payments due. (c) If in the judgment of Seller, the financial condition of Buyer at any time prior to shipment does not justify the terms of payment originally specified, Seller may require payment in advance, payment security satisfactory to Seller, or may terminate the Agreement for default, whereupon Seller shall be entitled to receive the charges set forth in Section 18 below. If shipment is delayed by Buyer, all payments shall become immediately due and payable on the date Seller is prepared to ship. Delays in shipment or nonconformities in any installments delivered shall not relieve Buyer of its obligation to accept and pay for remaining installments. (d) Buyer shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1.5% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus Seller's attorneys' fees and court costs incurred in connection with collection.

5. Changes. (a) Every change order shall reflect modifications to the Agreement, the delivery schedule and the price. A change order is not binding on either party unless mutually agreed to in

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writing. Seller has no obligation to perform any changes until the change order is mutually agreed to in writing. (b) Seller may make such changes in the Goods, Services and/or Software as it deems necessary, in its sole discretion, to conform the Goods, Services and/or Software to the applicable specifications. If Buyer objects to any such changes, Seller shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

6. Shipment & Delivery. (a) Goods are shipped on a domestic basis: **FOB, point of shipment** (UCC) and on an international basis: **FCA: Seller's facility** (Incoterms 2010) unless otherwise stated in the Seller Documents. (b) Buyer shall be responsible for any and all demurrage, detention, customs broker and freight forwarder fees, warehouse and terminal charges, insurance, inspection, storage, special notifications, and special equipment/handling charges shall be at the Buyer's additional expense unless otherwise agreed in writing by Seller. (c) Shipping and delivery dates are estimates only, and are contingent upon Buyer's timely approvals and delivery by Buyer of any documentation required for Seller's performance hereunder. Seller shall not be liable for any penalties or damages of any kind if anticipated shipment dates are not met. Delivery times shall be automatically extended as needed to resolve any technical matters between the parties with respect to the delivery, installation or use of the Goods and/or Software. (d) If the scheduled delivery of Goods, Services and/or Software is delayed by Buyer, Seller may store in its facility or move the Goods and/or Software to storage, at Buyer's sole cost, expense and risk, whereupon the Goods and/or Software are deemed to be delivered and accepted by Buyer and all payments shall be accelerated and come immediately due and payable on the date Seller is prepared to make delivery – notwithstanding any terms to the contrary stated in Sellers Documents. (e) Seller may make partial deliveries.

7. Title & Risk of Loss. Title and risk of loss for the Goods shall transfer to Buyer upon delivery of the Goods to the first carrier for shipment. Seller retains a purchase money security interest on and in such Goods until Seller receives payment in full, and Buyer will cooperate with Seller to perfect any such interest as deemed reasonably necessary by Seller.

8. Buyer's Obligations. (a) Buyer must provide required inputs and approvals on a timely basis. Buyer must complete site preparation work prior to shipment of the Goods and/or Software and performance of the on-site acceptance test, if applicable. Seller will not be liable for any delays caused by Buyer's failure to complete its site preparation obligations. (b) With respect to all of the Buyer's tools, equipment, material, or other property such as parts and test samples that are used in the design, assembly, manufacture, or testing of the Goods and/or Software (collectively "Buyer's Property") provided to Seller, Buyer agrees that Seller shall have the right to use Buyer's Property without payment of consideration, and if Buyer requires return or scrap of Buyer's Property, it will be at Buyer's direction and expense. Seller is not liable for any damages to Buyer's Property or any other parts and test samples supplied by Buyer during the manufacturing / testing process. Buyer must timely provide a sufficient number of test samples that meet the agreed upon specification in connection with the Goods, Services and/or Software being purchased by Buyer. If there are too few test samples or the test samples do not meet the agreed upon specifications, Seller may, in its sole discretion and at Buyer's sole cost and expense: 1) require Buyer to submit a sufficient number of test samples or to provide test samples that meet the specifications; 2) create

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additional test samples, or rework / modify existing test samples to meet the specifications; 3) be released from every obligation to test the Goods and/or Software, accelerate payment in full for the Goods, Services and/or Software then owing to Seller, and ship the Goods and/or Software as-is upon receipt of payment in full; or 4) terminate the Agreement for cause, whereupon Seller shall be entitled to receive cancellation charges set forth in Section 18 below. (c) Notwithstanding any other provision contained herein or any other obligation of Buyer hereunder, Buyer, upon acceptance of Goods, Services and/or Software that are the subject of this Agreement, warrants that Buyer, its employees, agents, customers, representatives, successors and assigns are industrial users of such Goods, Services and/or Software and possess the knowledge and expertise to use the same in accordance with (i) accepted industry standards, including, but not limited to, those promulgated by the American National Standards Institute, the American Welding Society, the Robotic Industry Association standards and the Laser Institute of America standards, (ii) all applicable laws, including, but not limited to, OSHA's Hazard Communication Standard; (iii) prudent safety practices, and (iv) operating manuals, safety data sheets, warning labels and other written instructions provided by Seller, if any. In addition to other obligations stated herein, Buyer assumes all risk and liability for loss or damage resulting from the handling, use, or application of the Goods, Services and/or Software. Buyer agrees that it has an independent duty to familiarize itself with and keep informed of any safety and/or health hazards to persons and/or property involved in handling and using such Goods, Services and/or Software. Buyer shall advise its employees, customers, agents, distributors, consultants, independent contractors and others who may foreseeably handle or use such Goods, Services and/or Software of any hazards. (d) Buyer agrees to indemnify, defend and hold harmless Seller, its subsidiaries and affiliates and their respective directors, officers, shareholders, customers, employees, agents, successors and assigns of each from and against any and all liabilities, losses, costs or damages, including reasonable attorneys' fees, resulting from claims (unless finally determined to be the result of the gross negligence or willful misconduct of Seller) that arise from (i) use or handling of the Goods, Services and/or Software by Buyer or any third party, whether or not the Goods, Services and/or Software are combined with any other materials, substances or equipment or is used in any manufacturing process; (ii) failure by Buyer to disseminate safety and health information as required above; and (iii) failure of Buyer to comply with Section 26.

9. Inspection, Testing and Acceptance. (a) If Seller is not providing a factory acceptance test on Seller's site, Buyer will be deemed to have inspected and accepted the Goods and/or Software upon delivery. (b) If the Agreement provides for factory acceptance testing, Seller shall notify Buyer when Seller will conduct factory testing for compliance to Seller's specifications prior to shipment. Unless Buyer states specific objections in writing within two (2) days after completion of factory acceptance testing, completion of the factory acceptance test constitutes Buyer's acceptance of the Goods and/or Software and Buyer's authorization for shipment. If the Agreement provides for factory acceptance testing and Buyer instructs Seller to ship the Goods and/or Software without completing the factory testing, Buyer has i) waived the factory acceptance test, ii) accepted the Goods, Services and/or Software as-is through such waiver; iii) accelerate payment in full for the Goods, Services and/or Software then owing to Seller, and iv) ship the Goods and/or Software as-is upon receipt of payment in full. (c) If the Agreement provides for site acceptance testing, testing will be performed by Seller personnel at Buyer's site to verify compliance to Seller's specifications. Completion of site acceptance testing constitutes final

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acceptance of the Goods, Services and/or Software. If, through no fault of Seller, site acceptance testing is not completed within thirty (30) days after arrival of the Goods at the site, the site acceptance test shall be deemed completed. Upon completion or deemed completion of on-site acceptance testing, any final payment is immediately due and owing to Seller.

10. Warranties and Remedies. (a) Warranty. Seller warrants that Goods shall be delivered free of defects in material and workmanship and in accordance with Seller's specifications, and that Services shall be performed in a professional and workmanlike manner, in accordance with industry standards. Any Good or major component to a Good that is manufactured by a third party is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer shall apply. Unless covered by the following two sentences, the warranty period for new Goods manufactured by Seller is 12 months from shipment. The warranty period for a new Python X is 3 years from shipment. The warranty period for a new Torchmate 4400, Torchmate 4510, or Torchmate 4800 is 2 years from shipment. The warranty period for all FineLine and Flexcut plasma cutting machines is three years from date of purchase. The warranty period for new spare parts, including but not limited to torches manufactured by Seller, ends twelve (12) months from the date of shipment. The warranty period for refurbished or repaired parts manufactured by Seller ends ninety (90) days from the date of shipment. The warranty period for Services ends ninety (90) days from completion of Services. Warranty coverage is available only to the initial End-User and is non-transferable. Any subsequent purchaser/End-User interested in purchasing warranty coverage must contact Seller directly, and if agreed by Seller, will be granted via a separate written agreement. (b) Remedy. If a nonconformity to the foregoing warranty is discovered in the Goods or Services during the applicable warranty period specified above, and written notice of such nonconformity is provided to Seller promptly after such discovery and within the applicable warranty period, Seller's sole and exclusive obligation shall be, at its option, to either (i) repair or replace the nonconforming portion of the Goods; (ii) ship, repair or replacement parts to Buyer; (iii) re-perform the nonconforming Services; or (iv) refund the portion of the price applicable to the nonconforming portion of Goods or Services. If any portion of the Goods or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to Seller promptly after discovery and within the original warranty period applicable to such Goods or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, Seller will repair or replace such nonconforming Goods or re-perform the Services. The applicable warranty period shall not otherwise be extended. (c) Exceptions. Seller has no liability under this Section 10 for any of the following: (i) components that get consumed and replaced on a regular basis through normal use and operation of the Goods, including but not limited to contact tips, weld wire, conduit, etc.; (ii) Buyer's failure to provide Seller working access to the nonconforming Goods including disassembly and re-assembly of non-Seller supplied equipment, and for shipment to or from any repair facility – or the opportunity to examine the Goods - prior to expiration of the warranty period; (iii) improper installation, repair or alteration by Buyer or a third party not under Seller's control and supervision; (iv) misuse, negligence or accident; (v) Buyer's failure to meet its obligations in Section 8; (vi) failure as a result of materials provided by or a design specified by Buyer; (vii) failure as a result of ordinary wear and tear; (viii) failure as a result of Buyer's failure to comply with the law; (ix) any failure submitted after expiration of the applicable warranty period; and/or (x) if the Goods, Services and/or Software have not been paid for in full. (d) Disclaimers. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED. ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE AND AGAINST INFRINGEMENT ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE BUYER'S EXCLUSIVE REMEDIES AND SELLER'S ENTIRE LIABILITY FOR ANY WARRANTY CLAIMS OR MATTERS**. (e) Customer Assistance Policy. The business of Seller is manufacturing and selling high quality welding equipment, automated welding systems, consumables, and cutting equipment. Seller's challenge is to meet the needs of Buyers, who are experts in

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their fields, and to exceed their expectations. On occasion, Buyers may ask Seller for information or technical information about their use of the Goods, Services and/or Software. Seller's employees respond to inquiries to the best of their ability based on information and specifications provided to them by the Buyers and the knowledge they may have concerning the application. Seller's employees, however, are not in a position to verify the information provided or to evaluate the engineering requirements for the particular weldment, or to provide engineering advice in relation to a specific situation or application. Accordingly, Seller does not warrant or guarantee or assume any liability with respect to such information or communications. Moreover, the provision of such information or technical information does not create, expand, or alter any warranty on the Goods, Services and/or Software. Any express or implied warranty that might arise from the information or technical information, including any implied warranty of merchantability or any warranty of fitness for any Buyer's particular purpose or any other equivalent or similar warranty is specifically disclaimed. Seller is a responsive manufacturer, but the definition of specifications, and the selection and use of specific Goods, Services and/or Software sold by Seller is solely within the control of, and remains the sole responsibility of the Buyer. Many variables beyond the control of Seller affect the results obtained in applying these types of fabrication methods and service requirements.

11. Patent Indemnity. (a) By Seller. (1) Seller agrees to defend any suit, proceedings or counterclaim against Buyer for the infringement of any United States Letters Patent by: (1) any Goods manufactured by Seller, of whatever kind, or any parts thereof, made to Seller's design or specifications, but only in the form, state or condition supplied under the Agreement; or (2) any use of such Goods manufactured by Seller where the Goods constitute a material part of any patented method of such patent and are not a staple article or commodity of commerce suitable for substantial non-infringing use. Such defense is conditioned only if Seller is: (1) notified promptly in writing of any charges of infringement; (2) given authority to direct and control the defense of such charge or suit; and (3) furnished such information and assistance, at Seller's expense, as may be necessary for such defense. Seller shall pay all costs and damages awarded therein against Buyer. This Agreement does not apply to the combination of the Goods, Services and/or Software supplied under this Agreement with goods, services and/or software not supplied by Seller, nor to any process involving such combinations. If at any time, such Goods or any part thereof, or their use, are considered by the Seller to constitute infringement, Seller may, at its own expense: (1) procure for the Buyer the right to continue using such Goods; (2) modify them so they become non-infringing; or (3) remove them and refund the purchase price and the transportation costs thereof, if any. The foregoing states the entire liability of the Seller for patent infringement by such Goods or their use. (b) By Buyer. If Buyer supplies an order request to Seller for a product and/or its own specifications for the same, then Buyer represents that Buyer has ownership rights to, and/or have a license to have such product built for Buyer, and Buyer agrees to defend, indemnify and hold harmless Seller, its parent company, agents and/or affiliates from and against any claims, suits, proceedings (whether in court or out of court) of all types whatsoever against, and shall indemnify Seller, its parent company, directors, officers, employees, shareholders, affiliates and agents for all costs, damages, judgments, settlements and compromises (including incurred costs and attorneys' fees) for the infringement or claimed infringement of any patent, trademark, service mark, trade secret, copyright, moral rights or other claims of violation of intellectual property anywhere in the world by: (1) Buyer's request that Seller reproduce, manufacture, modify, utilize or incorporate Buyer's product idea and/or specifications into this Agreement; or (2) any misrepresentation by Buyer that it had ownership rights and/or a license to have Goods built for it when such representation was not accurate and/or resulted in claims against Seller based upon

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Seller's completion of a project for Buyer under such misrepresentation. Buyer shall pay all costs, damages, judgments, settlements and compromises (including incurred costs and attorneys' fees) arising out of or related to such claims, suits, proceedings (whether in court or out of court) against Seller, its parent company, directors, officers, employees, shareholders, affiliates and agents.

12. Limitation of Liability. (A) IN NO EVENT SHALL SELLER, ITS PARENT, SUBSIDIARIES AND AFFILIATES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE GOODS, SERVICES AND/OR SOFTWARE OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS, AND CLAIMS OF CUSTOMERS OF THE BUYER OR OTHER THIRD PARTIES FOR ANY DAMAGES. SELLER'S LIABILITY FOR ANY CLAIM WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, OPERATION OR USE OF ANY GOODS AND/OR SOFTWARE COVERED BY OR FURNISHED UNDER THIS AGREEMENT, OR FROM ANY SERVICES RENDERED IN CONNECTION THEREWITH, SHALL IN NO CASE EXCEED THE PURCHASE PRICE ALLOCABLE TO THE GOODS, SERVICES AND/OR SOFTWARE OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. (B) ALL CAUSES OF ACTION AGAINST SELLER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF SHALL EXPIRE UNLESS BROUGHT WITHIN ONE YEAR OF THE TIME OF ACCRUAL THEREOF. (C) IN NO EVENT, REGARDLESS OF CAUSE, SHALL SELLER BE LIABLE FOR THE ACTS OR OMISSIONS OF BUYER OR THIRD PARTIES.

13. Software License. (a) To the extent the Goods or Services contain Software, or otherwise grant Buyer access to, Software, Buyer acknowledges and agrees to comply with The Lincoln Electric End-User License Agreement (Lincoln EULA) found at https://www.lincolnelectric.com/en/Legal-Information/EULA-DPA, which may be amended from time to time. For purposes of the EULA, (i) the term "Lincoln" shall be interpreted to mean The Lincoln Electric Company, or any affiliate or subsidiary, to which Buyer is engaged for the provision of Goods or Services, (ii) the term "Authorized User" and "you" shall be interpreted to mean, the "Buyer," as defined herein, and (ii) the term "Licensed Application" shall be interpreted to mean "Software," as defined herein. For the avoidance of doubt, as between Seller and Buyer, Seller owns all rights, title, and interest in the Software, and Buyer's limited, revocable, right to access and use the Software is set forth in the Lincoln EULA. Buyer acknowledges and agrees that the Software may be used only in conjunction with using the Goods or Services sold, rented, or leased by Seller under this Agreement; the Software shall be kept strictly confidential; and, Buyer's right to use the Software shall terminate immediately when the specified Services or Goods are no longer used by the Buyer. Nothing in this Agreement shall be deemed to convey to Buyer any title, right, or ownership in any Software included with any Good or Service sold, rented, or leased under this Agreement. In the event of a conflict between this Agreement and the Lincoln EULA, the terms and conditions set forth in the Lincoln EULA shall supersede and control.

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14. Data Protection. In the event Buyer provides Seller with personal data, Buyer hereby acknowledges and agrees that Seller will collect and process such personal data in accordance with Seller's Privacy Policy (Privacy Policy), found at https://www.lincolnelectric.com/en/Legal-Information/Privacy-Policy, which may be amended from time to time. Buyer hereby represents and warrants to Seller that Seller has the legal authority and appropriate business purpose to provide Seller with any and all personal data in conjunction with this Agreement, and when legally required, has obtained the consent from all applicable data subjects concerning the processing of personal data. Notwithstanding the foregoing, in the event Buyer purchases Software and Buyer and Seller are subject to the Lincoln Data Processing Addendum (Lincoln DPA) found at https://www.lincolnelectric.com/en/Legal-Information/EULA-DPA, each party acknowledges and agrees that the terms of the Lincoln DPA (and not the Seller's privacy policy) shall apply to the personal data processing activities related to the Software. For purposes of the Lincoln DPA the Seller shall be defined as the "data processor" and the Buyer shall be defined as the "data controller". Buyer hereby agrees that Seller may contact Buyer and Buyer employees and personnel via any means, including SMS/text message and email, to furnish Buyer information regarding a product order, shipping status, warranty-related information, and similar data and information pertaining to a commercial transaction.

15. Inventions and Information. All materials, and any inventions (whether or not patentable), works of authorship, trade secrets, ideas, concepts, trade names and trade or service marks created or prepared by Seller under this Agreement, together with any and all intellectual property rights therein (collectively "Inventions"), shall belong exclusively to Seller. Buyer hereby assigns the worldwide right, title and interest in and to the Inventions to Seller. Seller shall have the right, at its option and expense, to seek protection of the Inventions by obtaining patents, copyright registrations, and filings related to proprietary or intellectual property rights. Buyer agrees to execute, and to cause its employees and/or agents to execute, such documents, applications, and conveyances and to supply information as Seller shall request, in order to permit Seller (at Seller's expense) to protect, perfect, register, record and maintain its rights in the Inventions and effective ownership of them throughout the world. These obligations survive the expiration or termination of this Agreement. Buyer shall not, without Seller's prior written consent, copy or disclose such Inventions to a third party. Such Inventions shall be used by Buyer solely for the operation or maintenance of the Goods, Services and/or Software and not for any other purpose, including the duplication thereof in whole or in part.

16. Confidentiality. "Confidential Information" means all information, know-how, trade secrets or other material disclosed or made available by Buyer to Seller and Seller to Buyer. Both Buyer and Seller shall treat each other's Confidential Information as confidential; shall not use such Confidential Information except in connection with the Agreement; shall not disclose such Confidential Information to any third party who has not executed an agreement to maintain the confidentiality of the Confidential Information with restrictions at least as restrictive as those set forth herein; and shall not reverse-engineer Seller's Goods, Services and/or Software. All technical, business, sales, distribution channel, financial, marketing, pricing, planning, competitor information and the lists of customers who have purchased Goods from Seller are considered Seller's Confidential Information. Confidential Information does not include information that is: (i) generally known and available in the public domain; (ii) was known to recipient prior to the date of

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disclosure; (iii) was received from a third-party without any obligation of confidentiality; or (iv) was independently developed without reliance on Confidential Information. Given the nature of the Confidential Information and the likely consequences of its unauthorized use or disclosure, monetary damages would not be an adequate remedy and both Seller and Buyer reserve the right to seek and obtain injunctive relief, in addition to any other remedy that may be available, in any proper forum.

17. Cancellation. (a) All sales are final. If this Agreement is cancelled or terminated for convenience by Buyer, Buyer shall pay Seller 100% of the sale price under the Agreement. Seller may attempt to mitigate the monetary impact of cancellation or termination, at its discretion. (c) Upon receipt of payment in full, Seller will deliver Goods, Services and/or Software to Buyer, or scrap the same at Buyer's direction.

18. Termination for Default. (a) Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and such breach is not cured within 30 days after the non-breaching party issues written notice to the breaching party. Seller may terminate this Agreement immediately for cause if Buyer fails to comply with its obligations under Section 26. (b) Effect of termination. If this Agreement is terminated due to Buyer's breach, Buyer shall pay Seller 100% of the sale price under the Agreement. If this Agreement is terminated due to Seller's breach, Buyer shall pay Seller the sale price of the Goods, Services and/or Software based on percentage of work completed as of the effective date of termination, plus costs incurred from vendors as a result of early termination. Seller may attempt to mitigate the monetary impact of cancellation or termination, at its discretion. (c) Upon receipt of payment, Seller will deliver Goods, Services and/or Software to Buyer, or scrap the same at Buyer's direction.

19. Insurance. (a) Buyer shall maintain general liability insurance including coverage in an amount no less than two million (U.S. $2,000,000) dollars per claim for property damage, bodily injury, and contractual liability. Until Seller is in receipt of full payment by Buyer for the Goods, Services and/or Software, Buyer shall maintain insurance in an amount that is sufficient to cover the contract price of the Goods, Services and/or Software. Further, Buyer shall maintain insurance in an amount that is sufficient to cover the cost of any Buyer's Property in Seller's possession for the purposes of providing Goods, Services and/or Software until such time that Buyer's Property is returned to Buyer. Unless otherwise agreed to in writing by Buyer and Seller, Seller shall not maintain insurance on Buyer's Property and will not assume any liability for destruction or loss of the same. (b) Nuclear Insurance – Indemnity. For applications in nuclear projects, Buyer and its customer shall have and maintain complete insurance protection against liability and property damage resulting from a nuclear incident to and shall indemnify Seller, its parent company, directors, officers, employees, shareholders, affiliates, agents, subcontractors, suppliers and vendors against all claims resulting from a nuclear incident.

20. Force Majeure. Seller 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, civil disturbances, strike, labor difficulties, acts or omissions of any governmental authority, compliance with government laws or regulations,

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insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, raw materials, or manufacturing facilities from usual sources, equipment failure, or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. Upon the occurrence of any event or circumstance referenced above, Seller 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 Seller under applicable law.

21. Assignment. Buyer cannot assign this Agreement or any of its rights, or delegate any of its obligations, duties or performance under this Agreement without Seller's prior written consent. Any attempted assignment will be void. Seller can assign or otherwise transfer its rights and/or obligations under this Agreement.

22. Entire Agreement. The Agreement, even if the underlying sale or licensing is impacted by paper-based transactions, facsimile transactions, or any other form of electronic data interchange ("EDI") or electronic commerce transactions, constitutes the entire agreement between Seller and Buyer with respect to the Goods, Services and/or Software covered by the Agreement, and supersedes any prior agreements, understandings, representations and quotations with respect thereto. No modification hereof will be of any effect unless mutually agreed to in writing.

23. Waiver. In the event of any default by Buyer, Seller may decline to ship Goods or Software or to provide Services. If Seller elects to continue shipping or otherwise fails to insist upon strict compliance with the Agreement, Seller's actions will not constitute a waiver of Buyer's default or any other existing or future default, or affect Seller's legal remedies.

24. Severability. If any provision of this Agreement is held to be unlawful or unenforceable, the remaining provisions shall remain in effect.

25. Survival. Any provisions of this Agreement which, by their nature, extends beyond the completion, termination or expiration of any sale of Goods, Services and/or Software, will remain in effect until fulfilled.

26. Compliance with Laws. Buyer will comply with all federal, state, local and foreign rules, regulations, ordinances and laws applicable to Buyer's obligations under this Agreement and its operations or use of the Goods, Services and/or Software, including but not limited to those regarding safety, the environment, data protection, data privacy, conflict minerals, human trafficking/slavery, export/import, labor and anti-corruption. Buyer agrees to indemnify Lincoln for any liability it may incur because of Buyer's failure to comply with any applicable law Nothing contained herein shall be construed as imposing responsibility or liability upon Seller for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Goods, Services and Software. In no event shall Seller be responsible for liability arising out of use of the Goods and/or Software in association with other equipment of Buyer, the alteration of the Goods and/or Software by any party other than Seller, or the violation of any laws relating to or caused by Buyer's design, location, operation, or maintenance of the Goods and/or Software.

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Buyer acknowledges that the Goods, Services and Software, if any, which are purchased or received under this Agreement may be subject to export controls laws and regulations, including those of the U.S. Department of Commerce's Bureau of Industry & Security, the U.S. Department of Treasury's Office of Foreign Assets Control, the U.S. Department of State, the European Union, the United Nations Security Council, and other applicable foreign governments ("Export Control and Economic Sanctions Laws"). Buyer agrees that any export, resale, transfer or re-export of Seller's Goods shall be in compliance with all applicable Export Control and Economic Sanctions Laws. Unless licensed to do so, Buyer agrees that it will not: (i) export, resell, re-export or transfer the Goods, Services and/or Software for end-uses that are prohibited by Export Control and Economic Sanctions Laws, including, but not limited to: maritime nuclear propulsion; nuclear, chemical and biological weapons; rocket, missile and unmanned air vehicle systems; nuclear activities not in compliance with International Atomic Energy Agency (IAEA) safeguards; and end-uses prohibited in or involving Russia (for example, military, aviation, Nord Stream 2, and deepwater, arctic offshore, and shale oil projects). (ii) export, resell, re-export or transfer any Goods, Services and/or Software to a customer that an entity or person that is listed, blocked or subject to sanctions or other restrictions under applicable Export Control and Economic Sanctions Laws, including entities that are owned directly or indirectly, wholly or in part, by an individual or entity that is listed, blocked or subject to sanctions or restrictions; or (iii) export, resell, re-export, transfer, or conduct transactions involving the Goods, Services, Software with or to entities or individuals in countries or regions subject to comprehensive sanctions, which currently include:, Cuba, Iran, North Korea, Sudan, Syria, and the Ukrainian regions of Crimea, Donetsk, Luhansk. Kherson and Zaporizhzia. By purchasing Goods from Seller, Buyer represents and warrants that Buyer is not itself owned, directly or indirectly, wholly or in part, by an individual or entity that is listed, blocked or subject to sanctions or restrictions, and that Buyer is not located in, or a national or resident of, an embargoed country. Buyer agrees to assume sole responsibility for obtaining licenses to export or re-export as may be required, and further represents and warrants that Buyer shall: (i) cooperate fully with Seller in any official or unofficial audit or inspection that relates to Export Control and Economic Sanctions Laws; and (ii) not export, re-export, divert, transfer, or disclose, directly or indirectly, any Goods, Services and/or Software sold hereunder or any related technical information, document, or material or direct products thereof to any country, entity, person or end-user so restricted by Export Control and Economic Sanctions Laws, as modified by time to time. Seller and Buyer are committed to fair, honest and ethical business practices. Buyer acknowledges that Seller has adopted a Code of Corporate Conduct and Ethics (a copy of which is available on Seller's website at www.lincolnelectric.com) and Buyer agrees to conduct itself in its dealings with or on behalf of Seller in a manner that is consistent with and facilitates compliance with Seller's Code.

27. Disputes and Governing Law. In the event of any controversy, claim or dispute arising out of or relating to this Agreement (a "Dispute"), Seller and Buyer shall seek to resolve the matter amicably through diligent, good faith, mutual discussions to be initiated as promptly as possible after a Dispute arises. If the Dispute cannot be resolved through mutual discussions as set forth above, either party may commence an action to resolve the Dispute in the Federal or State courts of Ohio. The parties shall submit to personal jurisdiction and venue in the State of Ohio, County of

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Cuyahoga. This Agreement and any transactions arising therefrom shall be governed and construed under the laws of the State of Ohio, as applied to contracts entered into and performed in that State, specifically excluding any conflict or choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to this Agreement or any transactions created thereby or construed therewith. In the event of any litigation, arbitration or mediation arising from a breach of any provision of the Agreement, the prevailing party is entitled, in addition to the relief granted, to a reasonable sum for their attorneys' fees incurred during the Dispute, provided that if each party prevails in part, such fees will be allocated in the manner as the court, arbitrator or mediator determines to be equitable in view of the relative merits and amounts of the parties' claims.

28. No Third Party Rights. This Agreement is for the sole and exclusive benefit of the Seller and Buyer and their permitted successors and assigns. Nothing in this Agreement shall be construed to give any other person any legal or equitable right, remedy or claim under or in connection with this Agreement.

29. Audit. Buyer does not have the right to audit or inspect Seller's accounts, books, records or facilities, unless Seller provides its prior written consent to an audit or inspection. Seller may audit and inspect Buyer's accounts, books, records and/or facilities to the extent necessary to protect Seller's Confidential Information, in the event of a material adverse change in Buyer's financial condition, or if Seller reasonably believes that Buyer is in breach of any of its obligations under this Agreement.

30. Seller reserves the right terminate the Agreement or suspend the design, manufacture, or installation of equipment and/or the provision of Services under the Agreement if Seller has a commercially reasonable belief that an unsafe condition impacts the safety of Lincoln's employees or contractors. The suspension may remain in place until the unsafe condition has been remedied. Buyer shall be solely responsible for any delay costs or other costs associated with such safety violation or unsafe condition.

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