

GENERAL TERMS AND CONDITIONS OF SALE

Version as of 1 April 2025 version as or 1 April 2023
These general terms and conditions of sale (hereinafter referred to as the "General Terms and Conditions") cancel and replace the previous terms and conditions and are themselves subject to

Article 1: General Considerations

These general terms and conditions apply to the contractual relations between LINCOLN ELECTRIC PORTUGAL, S.A., a stock company incorporated in accordance with Portuguese Law, with a share capital of € 2.300.000.00, having its registered office on Rus Salquerio Maia, nº 29, r.K., direito, 295-502 Pinhal Novo, parish of Pinhal Novo, Municipality of Palmela, duly registered within the Commercial Registry Office of Palmela with number 500 092 052 and with the same tax number, hereinafter referred to as the "Supplier" and the customer company, hereinafter referred to as the "Purchaser". Any amendments to the general terms and conditions must be expressly agreed otherwise, an exemption from these general terms and conditions only applies to the sales contract for which it was requested and accepted. The Supplier reserves the right to amend its general terms and conditions shall apply to any orders entered into after such change, since such change has been notified to the Purchaser, within a reasonable period of time to the date it shall take effect. Unless otherwise stated, notifications shall be made by any usual means of communication between the parties, including by sending an email to the manager responsible person identified in the contract. The fact that the Supplier does not avail itself at a given time of any of the clauses of the general terms and conditions may not be interpreted as a waiver of its right to rely on them at a later date. Similarly, the invalidity of any of the clauses of these conditions shall not affect the validity of the other clauses.

Unless otherwise agreed, quotes or special offers not included in the Catalogue (defined as the document presenting the general terms and conditions) are valid for 30 days from their issue. The price includes all the elements contributing to the determination of the price.

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express agreement or me Supplier, which shall inform the Furchaser or the conditions thereor. One or conditions of the additional supplies prejudice the conditions accepted by the Supplier for the main order.

3.1 - Studies and projects
All projects, studies and documents of any kind, in any form whatsoever, handed over or sent by the Supplier shall remain its sole property and must be returned when requested. The price of these studies and documents is included without additional cost in the price of the products ordered, if they are followed by an order for the product or equipment, otherwise, the Supplier shall be owed the reimbursement of any study and travel expenses incurred with a view to concluding a contract with the potential Purchaser. The Supplier shall retain all intellectual property rights shall be subject to a separate contract between the Supplier and the Purchaser acknowledges that all such information, whatever it may be, consigning the Supplier (studies, projects, documents such as commercial offers, technical updates, etc.) is confidential in nature and is only revealed within the framework of a potential sales contract and for the sole purpose of enabling it to make its decision. However, information that is in the public domain at the time of the conclusion of the contract or already legally known by the Purchaser is not subject to an obligation of confidentiality.

3.2 - Ordering platform

The Supplier may ask the Purchaser to place its order on a specific internet/intranet platform for which the link shall be provided by the Supplier.

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Article 4: Packaging.

Article 4: Packaging is a specific packaging is always due by the Purchaser. Specific packaging is subject to a specific price. It is the Purchaser's responsibility to provide all useful details on the material conditions of the delay, in particular concerning the destination, the configuration and the characteristics of the premises and access, and to inform the Supplier of the need for specific packaging in recessary. If specific packaging is requested by the Purchaser to the Supplier, the Purchaser will be the sole responsible for all fines, charges or penalties that may arise from such packaging if not in accordance with applicable law. Any consequences of any damage to the packaging not attributable to the Supplier shall be borne by the Purchaser. The packaging shall not be taken back by the Supplier, unless otherwise stipulated.

Article 5: Price
The price is that resulting from the price of the items appearing in the Catalogue or the Supplier's corresponding list of prices in force at the time of the order or the one specified in the Special Conditions or purchase order. The Supplier reserves the right to change is prices at any time, whether due to the increase in the cost of raw materials, supplies or fabour, exchange rates, economic conditions more generally or its commercial strategy. Any price change to Purchasers orders shall be notified of any price change by any means, including by email, within a reasonable period of time before it takes effect. The applicable rate shall automatically appear on the acceptance of the order placed after this date and on the corresponding invoice. If the Purchasel does not accept the price change, it may stop placing orders without this giving rise to compensation. Prices are exclusive of taxes, postage and fares. A minimum invoice amount or the invoicing of a fixed amount of costs below a certain order threshold pays estipulated in addition to this document and in the special terms and conditions concluded with distributors, direct customers and any other purchaser.

Article 6: 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

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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 excluded suctions, of the Agreement Buyer agrees to pay or immibures 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 excitions on the Goods payable to any government or other entity are the sole responsibility of the Buyer.

Article 7: Delivery
7.1-Delivery conditions
Except when expressily established otherwise in the Special Conditions or purchase order, the delivery is made, as applicable: by direct delivery to the Purchaser, or by simple notice of availability in the Supplier's factories or stores, or by delivery in the Supplier's factories or stores to a sender or carrier designated by the Purchaser of, failing this designation, chosen by the Supplier. Unless otherwise stipulated, delivery is deemed to be made at the time of delivery to the Supplier's factories or stores, Incorern 2010 departure factory' or 'EX Works's, all transport, insurance, customs, handing and transport operations on the site, being borne at the Purchaser's sole risk and expenses. The principle of delivery to the Supplier's factories or stores shall not be subject to any exceptions due to indications such as: delivery free of charge to stations, quayside, at home or reimbursent of total or partial transport costs. If the shipment is delayed for any reason whatsoever, beyond the Supplier's control, the equipment is delayed for any reason whatsoever, beyond the Supplier's control, the equipment of total or partial transport costs. If the shipment is delayed for any reason whatsoever, beyond the Supplier's control, the equipment of the supplier declines any subsequent liability in this regard. The provisions of this clause 6 shall in no way change the delivery

Purchaser, as soon as possible, of such cases or events. In the case of equipment composed of several units, the Supplier may split the delivery.

7.4- Liability of the carrier - Compensation - Complaint procedure - Challenging the carrier at the time of delivery, the contents of the shipment shall be inspected by the Purchaser in the presence of the driver where applicable. Damages or losses must be subject to precise, complete complaints, which are dated and signed on the delivery note and countersigned by the driver. In the absence of complaints on delivery, the goods are deemed to have been delivered in good condition. The complaints must be confirmed by registered letter with acknowledgement of receipt within three working days of delivery. In the absence of complaints on the delivery note, the complaint must specify how the damage or losses observed are attributable to transport.

delivery. In the adsence or comparation of the additional control of the parties have expressly agreed to this point. If only one receipt is agreed, it shall be deemed to be final receipt. In the event of agreed receipt testing, at the premises of the Supplier or its subcontractor, the Supplier shall notify the Purchaser of the date from which the equipment is ready, and its hall proceed alone in the event that within ten days of such date the Purchaser has not expressed its intention to attend. When it is agreed that the Supplier shall ensure the assembly and/or maintenance on the Purchaser's premises, the latter shall provide with the necessary equipment: handling, connection of fluids and energies, etc., and the necessary personnel resources. These services are subject to a specific price and reimbursement of the related expenses. The maintenance is deemed to be carried out in the event of operation under normal conditions, independently of a specific level of performance. In no event shall Purchaser's receipt exceed 30 days from the date of delivery of the goods. If the conditions of a receiving procedure must comply with the event of use, but the Purchaser has not done all that is required to establish it, the Supplier may draft the report on its own, receiving being then deemed to have been achieved. The return of any equipment subject to a receiving procedure must comply with the conditions specified by the Supplier in its EMEAR return procedure in force.

Purchaser shall be responsible for complying with all applicable laws and regulations on storage, use, handling, installation, maintenance, removal, registration and labelling of equipment since reception thereof, as well as for suitable management and disposal of all waste resulting from the use of the equipment. Purchaser undertakes to ensure that all equipment's delivered to him for exporting shall be exponsible from the use of the equipment. Purchaser undertakes on some that all equipments delivered to him for exporting shall be exclusively exporte

Article 9: Payment Terms

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Unless otherwise specified in writing, payment shall be net and payable within sixty (30) days from invoice date issued by the
Supplier. If the Supplier have any doubts on the Purchasers capacity to make the payment, he may refuse delivery unless he
receives satisfactory guarantees. Prices provided by the Supplier do not include taxes. Purchaser shall reimburse the Supplier for
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Any delay on the payment of any invoices shall give rise to the application of late payment interest rate in accordance with number 5 of article 102 of the Portuguese Commercial Code, being such interest rate equal to the one announced by Direcção-Geral do Tesouro e Finanças before 15 of January and 15 of July of each civil year. These penalties are without prejudice to the Supplier's other rights. In particular, the Supplier reserves the right, after a formal notice to pay that remains without effect, to suspend the other deliveries and/or request a cash payment or financial guarantees for any new order. Delivery of a payment instrument does not constitute payment, or suctual provision of the funds will be considered as effective payment. It is agreed that any bill of exchange shall be accepted by the Purchaser within seven days of submission for acceptance or failing that within eight days of invoicing. Any costs incurred as a result of the refusal of a means of payment shall be borne by the Purchaser. Unless expressly agreed by the parties, the agreed payment dates may not be delayed for any reason whatsoever, including in the event of a dispute or claim.

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Article 10: Retention of title

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The supplier retains title over the equipment's, goods sold until the effective payment of the full price in principal, costs (including packaging and delivery) and accessories, any failure to pay may result in the recovery of these goods.

However, the Purchaser shall bear, at the latest from delivery, within the meaning of article 6.1 above and in the case referred to in the third paragraph of article 6.1, the risks of loss or damage to these goods as well as the liability for any damage that they

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Article 11: Transport, insurance, customs, etc.

All transport, insurance, customs, handling and transport operations on the site are the responsibility and at the expense and risk of the Purchaser, which it is responsible for checking shipments on arrival and, if necessary, exercising its recourse against the carriers, even if the shipment was made free of charge. In the event of dispatch by the Supplier, the shipment is made carriage due, at the lowest prices, unless expressly requested by the Purchaser and, in all cases, under the full liability of the latter.

Article 12: Guarantees (see the warranty terms and conditions detailed in the "Equipment Warranty" and "Limited Consumable Product Warranty" documents) attached hereto.).

To the greatest extent permitted by Portuguese law, the Supplier's warranty is strictly limited to the following provisions.

12.1- Defects giving entitlement to the guarantee

The Supplier undertakes to remedy any operating defect resulting from a design defect, the materials used or in the performance

Product Warranty' documents) attached hereto, in to unitures detailed in the Equipment Warranty and Emined Consistance Product Warranty of Comments) attached hereto, in the Supplier's warranty is strictly limited to the following provisions.

12.1 Defacts giving mittlement to the guarantee
The Supplier undertakes to remedy any operating defect resulting from a design defect, the materials used or in the performance of its services referred to in the order (including assembly, if allowed) within the limit of the provisions below and under the conditions provided for in this article 11, and in the "Equipment Warranty" and/or "Limited Warranty for consumable products" documents, as the case may be. Operation means the normal and usual expected operation of the equipment sold. The guarantee ceases automatically when the Purchaser has either used non-original spare parts or undertaken repair or modification work itself or through a thiring barry, without the written approval of the Supplier (withir dan be given by email). In the event of damage resulting from a lack of maintenance and monitoring and, in a general manner, any handling that does not comply with the Supplier's written instructions.

For defects that result in whole or in part from normal wear and tear of the part, damage or accidents attributable to the Purchaser or a third party.

In the event of a defect arising from parts supplied by the Purchaser and included at its request as from manufacture.

If the Purchaser uses non-original, counterfeit or third-party parts or equipment not approved by the Supplier.

12.2 Obligations of the Purchaser

In order to benefit from the guarantee, the Purchaser must notify the Supplier, without delay and in writing (including by email), of any defects attributed by it to the equipment and provide any evidence thereof. It must ensure that the Supplier is able to verify these defects and, if necessary, remedy them; it must also refrain, unless expressly agreed in writing by the Supplier, from carrying out the repair i

replaced equipment or parts, are borne by the Purchaser, as well as in the event of repair on-site, the travel and accommodation costs of the Supplier's agents. Any parts replaced free of charge are made available to the Supplier and become its property again.

Article 13: Liability

13.1- Supplier's liability

13.1- Supplier supplier's liability

14.1- Supplier supplier's liability

15.1- Supplier's liability

15.2- Purchaser's obligation and liability

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Article 16: 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 Seiler shail not be in default for failure to perform and shall not be ialized for loss, caimage, 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 riembargo, 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 oustions), 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's hall

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 he 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.

Article 17: Compliance with Laws

The Purchaser must comply with the applicable laws and regulations in its relations with the Supplier or third parties, and, for distributors, in relation to the resale or marketing of the Supplier's products. This includes (without limitation) compliance with all anti-corruption laws', whether active or passive corruption, private-sector corruption, or bribery of governer officials or influence pedding. The Purchaser agrees not to participate in the sale to any entity of Lincoln products intended for export to a country to which the export would be "prohibled" under U.S. export control laws (currently Cuba, Iran, North Korea, Sudan and Syria) or intended for use in nuclear, chemical or biological weapons or in rocket or missile applications. The Purchaser undertakes to comply with the European Commercial

make their best efforts to ensure all the efficiency necessary for the measures contractually provided for.

Article 19: Personal Data Privacy Policy
Following recent European changes to data protection laws, the new General Data Protection Regulation (GDPR), Lincoln
Electric has revised its Personal Data Privacy Policy. To the extent that the agreement between the Purchaser and the Supplier
relates to a commercial contract, the categories of personal data we collect and share are limited to the business contact details
of our respective sales representatives and other relevant staff members. Each party agrees to process the personal data
transferred to it by the other party only for purposes related to the performance of this agreement and/or the general business
relations and in any case in accordance with their respective obligations under the GDPR. Our privacy policy that you can find in its entirety here https://www.lincolnelectric.com/en-GB/Legal-Information, specifies how Lincoln Electric may collect, access, use







any gross burden arising from tax obligations, direct or indirect, present or future, namely value added tax, on the sale and applicable to the selling price or from the delivery of products or services. Purchaser shall deliver to Supplier proof of tax exemption, if any, for tax authorities.

and share personal data in connection with its business relationships and activities. This privacy policy also sets out the rights you may have with respect to your personal data.













warrany statement
Lincoln Electric (Lincoln) guarantees the end user (Purchaser) of welding or plasma cutting equipment (collectively the "Goods", that these products are delivered without manufacturing or material defects. This warranty is void if Lincoln or one of its Lincoln Authorised Repair Centres (LASF) notes that the equipment has been the subject of:

- Insen repair Lentines (LASF) notes that the equipment has been the subject or:

 Non-compliant installation

 Non-compliant repair

 Non-compliant use

 Use of non-original spare parts

 Defect due to normal wear and tear

 Insensity of the compliant spare parts

 Defect due to normal wear and tear

 Insensity of normal values of non-original spare parts

- Inadequate power supply
 Damage caused during transport
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For all welding machines, reels, plasma cutting machines, Viking™ 4C self-darkening welding masks from the 1840/2450/3350 series and Lincoln coolers, except those listed below.

- series and Lincoln coolers, except those listed below.

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 Invertec® 135S -150S and 170S, Invertec® V205S 2V, Linc 405S&SA, Linc 635S&SA, Invertec® V160T&TP, Invertec® V205TP 2V, Invertec® P70T&TP, Invertec® V205TP AC/DC, Invertec® P6210, Speedtec® 180C, Speedtec® 200C, Bester 130-S, Bester 160-ST, Bester 200-ST, Bester 170D-ST, Bester 210D-ST, Bester 160-ST, Bester 160-ST,

- Self-darkening mask: Chameleon 4V+LS, Eurolux LS, Goldenark LS.
 Self-darkening mask with respiratory protection: Zephyr LS, Air Flip LS

- Coolarc 40

- Coolarc 40

 Respiratory protection: Cleanspace2

 VRTEX® 360, VRTEX® Mobile and VRTEX® Engage

 Self-darkening mask Linc Screen II, Euroone, Chameleon 3 VO StreetArt, Eurospeed LS

 Hydroguard™ 10 and Hydroguard™ 350

 Lincoln gas regulators

 Environmental systems, including portable units, central units, arms (does not include consumables on the list of goods covered for 30 days)

 Welding and cutting accessories, including trolleys, field installed options that are sold separately, removable options, welding accessories, standard accessory sets, spare parts and Magnum® products (does not include wear parts and firearms/torches in the list of products guaranteed for 90 and 30 days)

 6 months

 Welding torches, cutters, expansion valves and gas expansion units.

EQUIPMENT WARRANTY

- MIG, TIG plasma and gouging torches, spool guns, Lincoln cable sets
- 30 days Consumables likely to be used in the environmental systems described above. This includes nozzles, filters, belts and nozzle Constitutions likely to be used in the intributional systems described above. This includes indicates indicates adapters. Wear parts: Lincoln is not responsible for the replacement of any wear parts in the context of normal wea Software.

Second-hand Equipment
Warranty starts on the date of shipment from Lincoln and for the warranty period agreed in advance in writing.

No mention of duration Red Line™ and other welding clothing are warranted against manufacturing defects. Red Line™ and other welding clothing are not subject to any warranty after use

Warranty claim condition
The Purchaser must contact a Lincoln Authorised Repair Centre (LASF¹) for any defect covered by Lincoln's warranty (contact
your Lincoln sales representative for the address of a LASF¹ or consult http://www.lincolnelectric.fr). The final decision regarding
the welding and cutting equipment warranty shall be taken by Lincoln or LASF³.

Warranty repair

If Lincoln or the LASF* confirms the existence of a defect covered by this guarantee, this defect shall be remedied by a repair or replacement, at Lincoln's discretion.

At Lincoln's request, the Purchaser shall return to Lincoln or the LASF* all so-called defective "goods" under Lincoln's warranty.

Shipping costs
Shipping and packaging costs incurred in order to return the goods to Lincoln or the LASF* or to recover them shall be borne by the purchaser.

Limitation of co

Lincoln assumes no responsibility for any repairs that were not carried out by an LASF*.

Lincoln's liability under this warranty shall not exceed the cost of correcting the defect of the Lincoln product.

This warranty does not cover travel, accommodation or meals.
This warranty does not cover naturally worn parts (e.g. drive rollers, liners (ducts), wheels, contactors, contact tubes and

Carbons.)

Lincoln shall not be liable for any associated or consequential damages (such as loss of turnover, etc.). Lincoln shall not be liable for any associated or consequential damages (such as loss of turnover, etc.) caused by a defect.

This written warranty is the only express warranty provided by Lincoln with respect to its products. Implicit legal guarantees such as the commercial quality guarantee are limited to the duration of this guarantee relating to the equipment in question. This warranty gives the Purchaser specific legal rights. The Purchaser may also have other rights that vary from one country to another.

- (1) All engines and their accessories are guaranteed by their manufacturer and are not covered by this warranty.
 (2) Lincoln Electric is not responsible for consequential damage that results from normal wear and tear due to twisting and abrasion. It is the responsibility of the end-users to carry out routine inspections in order to detect possible wear and remedy it before the cable is faulty.
 (3) Air Vantage® compressors are guaranteed by their manufacturer and are not covered by this warranty.
 (4) The pump is only guaranteed for one year.
 (5) All Burny Kalibur products are guaranteed by Kaliburn and are not covered by this warranty. Email: burnykaliburn. sales@lincolnelectric.eu

- *LASF = Lincoln Authorized Service Facility = (Authorised Repair Centre)

LIMITED WARRANTY FOR CONSUMABLE PRODUCTS

Warranty statement
Lincoln Electric Europe (Lincoln) guarantees to the end user (purchaser) that all new welding consumable products are free from manufacturing and material defects. This warranty shall be void if Lincoln or its Authorised Repair Centre finds that consumable products have been subject to:

- Improper storage
 Lack of care
 Unintended uses
- A defect due to normal wear and tear
 Damage during transport

- Damage during transport

 Warranty Period

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

 The warranty period is 1 year from the invoice date for all consumable products.

 Provided that the goods are stored in a cool and dry place, in an appropriate storage space and in no event outside, as indicated in our "General storage and handling instructions"

 Provided that no transportation has taken place following the delivery from Lincoln to the customer

 Provided that the goods have never been dropped or been damaged in the customer's warehouse following delivery.

 2. In the event of a claim, Lincoln is entitled to request the customer's 'incoming goods inspection' form from the acceptance of the material.
- Lincoln recommends that at least 2% of the delivered material be inspected on delivery

- stored and handled, the shelf life of all consumable products is 3 years, with the exception of the following 2
 - ases.
 All consumables in Sahara Ready Pack packaging (SRP) in which the service life may be extended to 5 years.

For all alloyed consumables, the service life 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 a warranty integration which remains in any case limited to 1 year after the invoice date. For more information on shelf life and storage refe to Lincoln "General storage and handling instructions".

Warranty condition for the application of the warranty

The Purchaser should contact the local Lincoln Sales Manager for any assistance or consult the website www.lincolnelectric.com.

The final definition of warranty shall be performed by Lincoln. Upon Lincoln's request, the Purchaser must return any "goods" found to be defective under the Lincoln warranty.

Shipping costs
The Purchaser is responsible for shipping and packing costs for shipment to/from Lincoln

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Limitation of cover

Lincoln's liability under this warranty shall not exceed the cost of remedying the defect affecting the Lincoln product.

The guarantee does not cover travel, accommodation and food costs. Lincoln shall not be liable for any accidental or consequential loss (such as six earnings) due to any defect or the time needed to correct the defect. This written warranty is the only express warranty provided by Lincoin for its own products. Any warranty implicitly referred to by law, such as the warranty of merchantability, is limited to the period of validity of this limited warranty for the equipment in question. This guarantee grants the Purchaser specific legal rights. The Purchaser may also enjoy other rights depending on the country.









