

Terms and Conditions of Sale
Electric Vehicle Charging Stations and Equipment
(June 10, 2026)

1. **Definitions:** (a) “**Agreement**” means these Terms and Conditions of Sale for Electric Vehicle Stations and Equipment; (b) “**Buyer**” means the person or entity that has purchased, or will be purchasing, the Goods from a Lincoln Electric authorized Reseller; (c) “**Goods**” or “**Good**” means electric vehicle charging stations, including certain accessories, Software, and documentation related thereto; (d) “**Lincoln Electric**” means The Lincoln Electric Company or one of its affiliates or subsidiaries; (e) “**Reseller**” means a person or an entity that is authorized by Lincoln Electric to sell the Goods or Services to Buyers; (f) “**Reseller’s Purchase Contract**” refers collectively to all documents executed by Reseller containing the terms on which Reseller has agreed to sell the Goods to Buyer and/or Buyer has agreed to purchase the Goods from Reseller, including any proposal, order acknowledgement, invoice or any documents expressly incorporated by specific reference into any of those documents; (g) “**Services**” as used herein means all labor, supervisory, technical and engineering, installation, commissioning, programming, support, repair, training, consulting or other services provided by Lincoln Electric to Buyer; and, (h) “**Software**” as used herein means all software and software documentation, if any, licensed or provisioned to Buyer by Lincoln Electric under this Agreement.
2. **No Unlawful or Inherently Dangerous Use.** Buyer acknowledges and agrees that Buyer is prohibited from using EVSE for the development or production of any unlawful or inherently dangerous products, including for any nuclear, aviation, mass transit, life-support, weaponry, or any other inherently dangerous applications or services, the failure of which could result in death, personal injury, catastrophic damage, or mass destruction.
3. **White Labeling and Co-Branding Goods.** (a) Buyer may, with Lincoln Electric’s advanced written approval, furnish Lincoln Electric with labels, markings, or similar designs or trademarks (collectively, “**Marks**”) owned or licensed by Buyer for purposes of “white labeling” of Goods (i.e., only Buyer Marks appear on the Goods) or “co-branding” (i.e., both Buyer Marks and Lincoln Electric Marks appear on the Goods). In the event Lincoln Electric agrees to a “co-branding” arrangement with Buyer, all proposed labeling, co-branding, and marketing materials related to the co-branding must (i) keep Lincoln Electric’s Marks prominent and intact, (ii) follow Lincoln Electric’s Global Brand Standards (provided separately to Buyer and incorporated herein by reference), and (iii) receive Lincoln Electric’s prior written approval before use. (b) Buyer hereby represents and warrants to Lincoln Electric that Buyer owns all rights, title, and interest to, or otherwise has all appropriate authority to license to Lincoln Electric, all Buyer Marks that Buyer provides, directly or indirectly, to Lincoln Electric for purposes of this Agreement. Buyer shall indemnify, defend and hold harmless the Lincoln Electric Group (as hereinafter defined) from all liabilities, damages, claims, losses, costs and expenses (including legal fees) arising out of a claim arising from, or related to Lincoln Electric’s use of the Buyer Marks, including claims Lincoln Electric’s use of the Buyer Marks infringes a patent, trademark, or other intellectual property rights of Buyer or any third party
4. **Buyer Responsibilities and Warranties.** (a) Buyer represents and warrants to Lincoln Electric that Buyer (i) is not a United States federal, state, or local government or regulatory entity, (ii) is not a foreign (non-United States) government or regulatory entity, and (iii) is not a contractor or subcontractor to either the foregoing (i)-(ii). (b) Buyer further represents and warrants to Lincoln Electric that Buyer (i) will only use the Goods for Buyer’s internal, lawful business purposes, (ii) will, at any and all times, comply with its obligations set forth in this Agreement, (iii) has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder, (iv) agrees that this Agreement has been executed and delivered by Buyer and constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, and (v) will not make, and shall prohibit any and all third parties from making, any additions, attachments, alterations, improvements, or changes to Goods. (c) Buyer shall indemnify, defend and hold harmless the Lincoln Electric Group (as hereinafter defined) from all liabilities, damages, claims, losses, costs and expenses (including legal fees) arising out of a claim arising from, or related to (i) a breach of the Agreement, (ii) violations by Buyer (or a Buyer employee, contractor, service provider, agent, successor, assignee, or delegatee) of any law, statute, or regulation applicable to the Goods or Services, (iii) the negligence or willful misconduct of Buyer (or a Buyer employee, contractor, service provider, agent,

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successor, assignee, or delegatee), (iv) Lincoln Electric's use of the Buyer Marks, including claims Lincoln Electric's use of the Buyer's Marks infringes a patent, trademark, or other intellectual property right of Buyer or any third party, and (v) bodily injury or death to any person, or damage to, or destruction of, tangible property caused by Buyer (or a Buyer employee, agent, successor, assignee, and/or delegatee).

5. **Warranty.** All Goods and Services are sold subject to Lincoln Electric's standard manufacturer warranties available at www.lincolnelectric.com/en/legal-information/warranty-statements (the "OEM Warranty"), which is incorporated in full and made part of this Agreement by reference. Any other representation or warranty in the Reseller's Purchase Contract (that is not contained in the OEM Warranty) is solely between Reseller and Buyer and does not amend, enlarge, or otherwise alter Lincoln Electric's warranties or obligations set forth in the OEM Warranty.

DISCLAIMER OF IMPLIED WARRANTIES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, AND ANY WARRANTIES OR CONDITIONS ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, WHETHER ARISING UNDER ANY PROVINCIAL OR TERRITORIAL SALE OF GOODS ACT, THE CIVIL CODE OF QUÉBEC, THE UNIFORM COMMERCIAL CODE, OR ANY OTHER APPLICABLE LAW, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. WITHOUT LIMITING THE FOREGOING, FOR ANY SALES OF GOODS TO BUYERS LOCATED IN CANADA, LINCOLN ELECTRIC EXPRESSLY EXCLUDES ALL CONDITIONS AND WARRANTIES IMPLIED BY SECTIONS 13 TO 16 OF THE APPLICABLE PROVINCIAL SALE OF GOODS ACT (OR EQUIVALENT PROVISIONS), AND ALL WARRANTIES OF QUALITY AND AGAINST LATENT DEFECTS IMPLIED BY ARTICLES 1726 AND 1729 OF THE CIVIL CODE OF QUÉBEC, TO THE FULLEST EXTENT PERMITTED BY LAW.

6. **Demonstration Period; Disclaimer of Warranties and Limitation of Liability.** (a) The parties agree that any use of the Goods or Services by the Buyer during any free trial/demonstration period is solely for the purpose of evaluation and demonstration of Lincoln Electric's Goods or Services during the trial/demonstration period. The trial/demonstration period shall be as specified by Lincoln Electric or as otherwise agreed in writing by the parties. (b) **NOTWITHSTANDING ANYTHING TO THE CONTRARY INCLUDED HEREIN, DURING THE TRIAL/DEMONSTRATION PERIOD, ALL GOODS AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND LINCOLN ELECTRIC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. LINCOLN ELECTRIC DOES NOT WARRANT THAT THE GOODS OR SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE DURING THE TRIAL/DEMONSTRATION PERIOD.** (c) To the maximum extent permitted by applicable law, Lincoln Electric shall not be liable for any damages, whether direct, indirect, incidental, consequential, special, punitive, or exemplary, arising out of or relating to the Buyer's use of the Goods or Services during the trial/demonstration period, even if Lincoln Electric has been advised of the possibility of such damages. (d) The Buyer acknowledges and agrees to assume all risks associated with the use of the Goods or Services during the trial/demonstration period.
7. **Lincoln Electric's Patent Indemnity.** (a) Lincoln Electric agrees to defend any suit, proceedings or counterclaim against Buyer for the infringement of any United States Letters Patent by any Goods manufactured by Lincoln Electric, of whatever kind, or any parts thereof, made to Lincoln Electric's design

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or specifications, but only in the form, state or condition manufactured and supplied by Lincoln Electric; provided Lincoln Electric is: (i) notified promptly in writing of any charges of infringement, (ii) given authority to direct and control the defense of such charge or suit, and (iii) furnished such information and assistance by Buyer, at Lincoln Electric's expense, as may be necessary for such defense and Lincoln Electric shall pay all costs and damages awarded therein against Buyer. (b) If at any time such Goods or any part thereof, or their use, are considered by Lincoln Electric to constitute infringement, Lincoln Electric may, at its own expense: (i) procure for Buyer the right to continue using such Goods, (ii) modify them so they become non-infringing, or (iii) remove them and refund the purchase price thereof, if any. (c) This duty of Lincoln Electric to defend, as set forth in this Section 7, does not apply to the extent the Goods and/or Services are altered without the consent of Lincoln Electric or combined with Goods and/or Services not supplied by Lincoln Electric, nor to any process involving such alterations or combinations. (d) This Section 7 states the entire liability of Lincoln Electric for patent infringement by such Goods or their use

8. Inventions and Information. All Goods and Services, and any inventions (whether or not patentable), works of authorship, trade secrets, confidential information, ideas, concepts, trade names and trade or service marks created or prepared by Lincoln Electric under this Agreement, together with any and all intellectual property rights therein (collectively "**Inventions**"), shall belong exclusively to Lincoln Electric. To the extent any rights in the Inventions are transferred to Buyer by operation of law, Buyer hereby assigns the worldwide right, title and interest in and to the Inventions to Lincoln Electric. Lincoln Electric 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 Lincoln Electric shall request, in order to permit Lincoln Electric (at Lincoln Electric's expense) to protect, perfect, register, record and maintain its rights in the Inventions and effective ownership of them throughout the world. Buyer hereby irrevocably and unconditionally waives, and shall cause each of its employees, contractors, and agents who may have contributed to any Invention to irrevocably and unconditionally waive, in favor of Lincoln Electric and its successors, licensees, and assigns, all moral rights (including rights of integrity, attribution, and association) in and to the Inventions, whether arising under the *Copyright Act* (Canada) or any similar laws of any other jurisdiction. Buyer shall, upon request, deliver to Lincoln Electric written moral rights waivers executed by each individual who may have moral rights in any Invention. These obligations survive the expiration or termination of this Agreement. Buyer shall not, without Lincoln Electric'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 and/or Services and not for any other purpose, including the duplication thereof in whole or in part.

9. Limitation of Liability. (A) IN NO EVENT SHALL LINCOLN ELECTRIC, ITS PARENT, SUBSIDIARIES OR AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, SHAREHOLDERS, LEGAL REPRESENTATIVES, AGENTS, SUCCESSORS OR ASSIGNS (COLLECTIVELY THE "LINCOLN ELECTRIC GROUP") BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE GOODS AND/OR SERVICES OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS, AND CLAIMS OF CUSTOMERS OF BUYER OR OTHER THIRD PARTIES FOR ANY DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. THE LINCOLN ELECTRIC GROUP'S AGGREGATE 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, INTEGRATION, INSPECTION, OPERATION OR USE OF ANY GOODS COVERED BY OR FURNISHED UNDER THIS AGREEMENT,

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OR FROM ANY SERVICES RENDERED IN CONNECTION THEREWITH, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE GOODS AND/OR SERVICES OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. (B) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL CAUSES OF ACTION AGAINST LINCOLN ELECTRIC ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF SHALL EXPIRE UNLESS BROUGHT WITHIN THE ACCRUAL PERIOD (DEFINED BELOW). (C) ANY DAMAGES OR REMEDY ARISING FROM OR RELATING TO THE BREACH OF ANY WARRANTY COVERING THE GOODS SHALL BE LIMITED TO THE VALUE OF GOODS AT ISSUE. (D) IN NO EVENT, REGARDLESS OF CAUSE, SHALL ANY MEMBER OF THE LINCOLN ELECTRIC GROUP BE LIABLE FOR THE ACTS OR OMISSIONS OF BUYER OR THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, ACTS OR OMISSIONS OF BUYER OR THIRD PARTIES RELATED TO THE INSTALLATION, INTEGRATION, REPAIR, DE-BUGGING, AND/OR SERVICING OF ANY GOODS OR SERVICES. (E) BUYER ASSUMES ALL RISK AND LIABILITY FOR ANY LOSSES OR DAMAGES RESULTING FROM (I) THE USE OF ANY GOOD BY A THIRD PARTY, AND (II) BUYER'S FAILURE TO PROPERLY USE THE GOOD. The term "**Accrual Period**" means: (a) for Buyers located in Quebec, Canada, three (3) years of the time of accrual thereof, and (b) for all other Buyers not located in Quebec, one (1) year of the time of accrual thereof or to the "minimal extent required by law, whichever is the shorter time period.

- 10. Payment Card Industry ("PCI") Compliance and Responsibilities:** (a) Buyer acknowledges and agrees that it is solely responsible for ensuring compliance with the Payment Card Industry Data Security Standard ("**PCI DSS**") in connection with any payment processing activities conducted in connection with the Goods. It is expressly acknowledged and understood that Lincoln Electric is not a payment processor and is not responsible for the storage, transmission, or processing of any cardholder data in any form. (b) Buyer acknowledges and understands that Lincoln Electric does not engage in the following activities and that Buyer is solely responsible for: (i) ensuring that all information and telecommunication systems, networks, and processes that store, process, or transmit cardholder data are compliant with the current version of PCI DSS, (ii) maintaining the confidentiality, integrity, and availability of cardholder data, including through secure configuration, access controls, and encryption where applicable, (iii) ensuring that any third-party service providers engaged for payment processing or related services are PCI DSS compliant and subject to appropriate due diligence and monitoring, (iv) conducting regular risk assessments and monitoring of security controls to detect and respond to information and telecommunication failures or vulnerabilities, (v) providing ongoing security awareness training to personnel handling PCI-related systems or data, (vi) establishing and maintaining an incident response plan for PCI-related breaches, including timely notification to affected parties and regulatory bodies as required, and (vii) maintaining documentation of compliance efforts and being prepared to demonstrate compliance during audits or assessments. (c) Buyer is solely responsible for establishing and maintaining any required relationships with payment merchants or processors, which includes, but is not limited to: (i) selecting and contracting with a compliant PCI DSS payment merchant or processor, (ii) ensuring that all merchant accounts are properly configured and secured, (iii) managing all financial transactions, chargebacks, and disputes, (iv) complying with all applicable laws, regulations, and card brand rules related to payment processing, and (v) ensuring that the payment merchant or processor maintains PCI DSS compliance and provides appropriate documentation upon request. (d) Buyer expressly indemnifies and holds harmless the Lincoln Electric Group from any claim, liability, or damage arising directly or indirectly from Buyer's failure to comply with this Section 10 or any applicable data security regulation.
- 11. Product Use and Customer Assistance Policy.** (a) It is Buyer's sole responsibility to determine if a Good is fit for a particular purpose and suitable for Buyer's method, application or process. Lincoln Electric holds no responsibility and bears no liability for the results or consequences of the use, misuse or application of any Goods. On occasion, Buyer may ask Lincoln Electric for information or advice about their use of the Goods and/or Services, and Lincoln Electric's employees respond to inquiries to the best of their ability based on information provided to them by the customers and the knowledge they may have concerning the applicable

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issue. Lincoln Electric's employees, however, are not in a position to verify the information provided or to evaluate the engineering requirements for the particular Goods. Accordingly, Lincoln Electric does not warrant or guarantee or assume any liability with respect to such information or advice. Moreover, the provision of such information or advice does not create, expand, or alter any warranty on Lincoln Electric's Goods and/or Services. (b) **DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY EXPRESS OR IMPLIED WARRANTY, CONDITION, OR REPRESENTATION THAT MIGHT ARISE FROM THE INFORMATION OR ADVICE PROVIDED BY LINCOLN ELECTRIC, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IS SPECIFICALLY DISCLAIMED.** (c) Lincoln Electric is a responsive manufacturer, but the selection and use of specific Goods and/or Services sold by Lincoln Electric is solely within the control of and remains the sole responsibility of Buyer. Many variables beyond the control of Lincoln Electric affect the results obtained in applying these types of fabrication methods and service requirements.

- 12. Software License.** (a) To the extent the Goods or Services contain Software, Buyer acknowledges and agrees to comply with The Lincoln Electric End-User License Agreement ("**Lincoln Electric EULA**") available at <https://www.lincolnelectric.com/en/Legal-Information/EULA-DPA>, and which is hereby incorporated into this Agreement, and which may be amended from time to time. (b) For purposes of this Agreement, (i) the terms "Authorized User" and "you" (as each is so defined in the Lincoln Electric EULA) shall be interpreted to mean "Buyer" (as the term "Buyer" is defined in this Agreement), and (ii) the term "Licensed Application" (as the term "Licensed Application" is defined in the Lincoln Electric EULA) shall be interpreted to mean "Software" (as the term "Software" is defined in this Agreement). (c) For the avoidance of doubt, as between Lincoln Electric and Buyer, Lincoln Electric 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 Electric EULA. Buyer acknowledges and agrees that the Software may be used only in conjunction with Goods used or Services; 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 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 Electric EULA, the terms and conditions set forth in the Lincoln Electric EULA shall supersede and control in relation to the Software.
- 13. Third-Party Integration and Services.** The Goods or Services may include integrations with other software and web services made available by third parties (other than Lincoln Electric) and subject to terms and conditions with those third parties. These third-party software and web services are not part of the Goods or Services, and the Agreement does not apply to them. Lincoln Electric is not responsible for the content, functionality, or operability of any third-party software or web service. For the avoidance of doubt, Buyer acknowledges and agrees that any "Third Party Application" or "Open Source Component" (as such terms are defined and used in the Lincoln Electric EULA) are maintained independently by third parties and are outside Lincoln Electric's control and responsibility, and Buyer shall, at any and all times, comply with any legal terms governing access to and use of the same. Buyer may access certain Goods or Services through mobile applications obtained from third-party websites, such as Android or Apple application stores. The use of mobile applications may be governed by additional terms and conditions presented upon download/access to the mobile application. For the avoidance of doubt, Buyer hereby represents and warrants to Lincoln Electric that Buyer will, at any and all times, comply with all third-party terms and conditions applicable to, or otherwise related to, the Goods and Services. With respect to the online connectivity of the Goods or Services, and without limiting any requirements or obligations hereunder, Buyer agrees to comply with the third-party terms and conditions attached hereto as Exhibit A and those found at <https://tealcom.io/terms/>.

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- 14. Data Protection.** (a) In the event Buyer provides Lincoln Electric with business contact data concerning its employees, contractors, or customers, Buyer hereby acknowledges and agrees that Lincoln Electric will collect and process such business contact data in accordance with Lincoln Electric's privacy policy ("**Privacy Policy**"), available at <https://www.lincolnelectric.com/en/Legal-Information/Privacy-Policy>, which may be amended from time to time. Buyer hereby represents and warrants to Lincoln Electric that Buyer has the legal authority and appropriate business purpose to provide Lincoln Electric with any and all personal data (including business contact 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. (b) Notwithstanding the foregoing, in the event Buyer purchases Software and Buyer and Lincoln Electric are subject to the Lincoln Electric Data Processing Addendum ("**Lincoln Electric DPA**"), available at <https://www.lincolnelectric.com/en/Legal-Information/EULA-DPA>, each party acknowledges and agrees that the terms of the Lincoln Electric DPA (and not the Lincoln Electric's Privacy Policy) shall apply to the personal data processing activities related to the Software. For purposes of the Lincoln Electric DPA, Lincoln Electric shall be defined as the "Data Processor" and Buyer shall be defined as the "Data Controller." (c) Buyer hereby agrees that Lincoln Electric 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. (d) The Goods and Services are not designed to retain, transmit, or otherwise process any sensitive personal data, including government-provided identification numbers, biometric data, health data, or cardholder data or other payment card information. Buyer hereby agrees that (i) Lincoln Electric shall not be liable, and Buyer shall not hold Lincoln Electric liable, for any losses, damages, liabilities, claims, actions, judgments, settlements, penalties, fines, costs, and expenses of whatever kind, including reasonable attorneys' fees, arising from a complaint, demand, or allegation that the Goods or Services are not compliant with PCI DSS, or any other security standard related to cardholder data or other payment card information, (ii) Buyer is solely responsible, and assumes complete, sole, and full liability, for compliance with the PCI DSS and any other security standard related to cardholder data or other payment card information, and (iii) Buyer shall indemnify, defend and hold harmless the Lincoln Electric Group against any and all losses, damages, liabilities, claims, actions, judgments, settlements, penalties, fines, costs, and expenses of whatever kind, including reasonable attorneys' fees, incurred by the Lincoln Electric and Lincoln Electric's affiliates, officers, directors, shareholders, employees, agents, successors, and permitted assigns relating to any claim out of or occurring in connection with Buyer's breaches of its obligations under this Section 14 of the Agreement.
- 15. Confidentiality.** (a) The term "**Confidential Information**" means information that a reasonable person, based on the nature of the information or the manner of disclosure, would consider to be confidential and which is disclosed in documentary, written, oral, electronic, visual, or tangible form. Confidential Information includes, but is not limited to, the terms of this Agreement; trade secrets; security methods or protocols; inventions; know-how, designs, formulae, and processes; business development plans and strategies; research or developmental projects; financial, technical, or statistical data; client and supplier information and lists, financial, pricing and performance reports; and any other information of a similar nature that is not known or made available to the public. 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 disclosure; (iii) was received from a third party without any obligation of confidentiality; or (iv) was independently developed without reliance on Confidential Information. For the avoidance of doubt, all non-public information concerning the specifications, development, support documentation, software, operation, functionality, and performance of the Goods manufactured or sold by Lincoln Electric shall be considered the Confidential Information of Lincoln Electric. (b) Both Buyer and Lincoln Electric shall (i) treat each other's Confidential Information as confidential, (ii) not use such Confidential Information except for purposes of performing its obligations under this Agreement, and (iii) 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. Buyer shall notify Lincoln Electric promptly (and in any event within seventy-two (72) hours) upon the discovery of the actual or reasonably suspected unauthorized use,

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access, or disclosure of Lincoln Electric's Confidential Information and Buyer shall fully cooperate, at its own expense, to assist Lincoln Electric regain possession of such Confidential Information and/or take other measures to mitigate against, or prevent, the unauthorized (or further unauthorized) use of Lincoln Electric's Confidential Information. (c) 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 Lincoln reserves the right to seek and obtain injunctive relief, in addition to any other remedy that may be available, in any proper forum.

- 16. Insurance Requirements.** (a) Buyer shall, at its own expense, maintain and keep in force during the term of this Agreement: commercial general liability insurance with limits of not less than \$2,000,000 per occurrence and in the aggregate, covering bodily injury, property damage, and personal injury. (b) Upon Lincoln Electric's request, Buyer shall provide certificates of insurance evidencing such coverage and naming Lincoln Electric as an additional insured, where applicable. Failure to maintain the required insurance shall constitute a material breach of this Agreement.
- 17. Force Majeure.** (a) Lincoln Electric 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, cyberterrorism, sabotage, power, explosions, epidemics, civil disturbances, strike, labor difficulties, acts or omissions of any governmental authority, compliance with government laws or regulations, insurrection or riot, embargo, tariffs, changes in market conditions, delays or shortages in transportation or inability to obtain necessary labor, 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. (b) Upon the occurrence of any event or circumstance referenced herein, Lincoln Electric shall have the right to allocate Goods and/or Services among its customers in its sole discretion. This Section supplements, and does not replace, any remedies available to Lincoln Electric under applicable law.
- 18. Compliance with Laws.** (a) Buyer will comply with all federal, state, provincial, territorial, local and foreign rules, regulations, ordinances and laws applicable to Buyer's obligations under this Agreement and its operations or use of the Goods and/or Services, including but not limited to those regarding safety, the environment, data protection and data privacy (including the *Personal Information Protection and Electronic Documents Act* (Canada) and any applicable provincial privacy legislation), conflict minerals, human trafficking/slavery, export/import, labor and anti-corruption (including the *Corruption of Foreign Public Officials Act* (Canada) and the U.S. Foreign Corrupt Practices Act). Nothing contained herein shall be construed as imposing responsibility or liability upon Lincoln Electric for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Goods. In no event shall Lincoln Electric be responsible for liability arising out of use of the Goods in association with other equipment of Buyer, the alteration of the Goods by any party other than Lincoln Electric, or the violation of any laws relating to or caused by Buyer's design, location, operation, or maintenance of the Goods. (b) Buyer acknowledges that the Goods and/or Services, if any, which are purchased or received under this Agreement may be subject to the export controls of the U.S. Export Administration Regulation, the U.S. Department of Treasury Office of Foreign Assets Control, the U.S. Department of State and other U.S. agencies, as well as the export control regulations of the European Union, the United Nations Security Council, and other foreign governments, and, for Canadian Buyers, the *Export and Import Permits Act* (Canada), the *Controlled Goods Program*, the *Special Economic Measures Act* (Canada), the *Justice for Victims of Corrupt Foreign Officials Act* (Canada), the *United Nations Act* (Canada) and regulations thereunder, and the *Freezing Assets of Corrupt Foreign Officials Act* (Canada) (collectively, "**Export Control and Economic Sanctions Laws**"). Buyer agrees that any export, resale, or re-export of Lincoln Electric'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 and/or Services for end-uses that are prohibited by Export Control and Economic Sanctions Laws, including, but not limited to: maritime nuclear propulsion, nuclear,

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chemical and biological weapons; rocket, missile and unmanned air vehicle systems, and nuclear activities not in compliance with International Atomic Energy Agency (IAEA) safeguards; (ii) export, resell, re-export or transfer any Goods and/or Services to a customer that is an entity or person that is listed, blocked or subject to sanctions under applicable Export Control and Economic Sanctions Laws, including entities that are owned fifty percent (50%) or more, directly or indirectly, individually or in the aggregate, by an individual or entity that is listed, blocked or subject to sanctions; or (iii) export, resell, re-export, transfer, or conduct transactions involving the Goods and/or Services with or to entities or individuals in countries or regions subject to comprehensive sanctions under applicable Export Control and Economic Sanctions Laws (which, under U.S. law, currently include Crimea, Cuba, Iran, North Korea, Syria, and Sudan, and which, under Canadian law, may include different or additional jurisdictions). Further, none of the underlying information, software, or technology of the Goods and/or Services may be transferred or otherwise exported or re-exported in violation of Export Control and Economic Sanctions Laws. Any diversion contrary to U.S. law, Canadian law, or other applicable law is prohibited. By purchasing Goods from Lincoln Electric, Buyer represents and warrants that Buyer is not located in, under the control of, or a national or resident of a country subject to comprehensive sanctions or is a person designated under applicable Export Control and Economic Sanctions Laws. 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 Lincoln Electric 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 and/or Services 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 from time to time. Lincoln Electric and Buyer are committed to fair, honest and ethical business practices. (c) Buyer acknowledges that Lincoln Electric has adopted a Code of Corporate Conduct and Ethics ("**Code**"), available at <https://www.lincolnelectric.com/en/Legal-Information>, and Buyer agrees to conduct itself in its dealings with or on behalf of Lincoln Electric in a manner that is consistent with and facilitates compliance with Lincoln Electric's Code.

- 19. Disputes and Governing Law.** In the event of any controversy, claim or dispute arising out of or relating to this Agreement (a "**Dispute**"), Lincoln Electric 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 exclusively submit to personal jurisdiction and venue in the State of Ohio, County of Cuyahoga, or the United States District Court for the Northern District of Ohio. This Agreement and any transactions arising therefrom shall be governed and construed exclusively 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 Dispute, if Lincoln Electric is the prevailing party, then, in addition to the relief granted, it is entitled to reimbursement of its attorneys' fees incurred during or in connection with the Dispute.
- 20. Miscellaneous.** (a) Assignment. Buyer cannot assign this Agreement without Lincoln Electric's prior written consent. Lincoln Electric may assign this Agreement without Buyer's consent, but upon notice to Buyer provided that the assignee agrees to assume and be bound by the terms of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. (b) Entire Agreement. This Agreement, including the Lincoln Electric EULA and the Lincoln Electric DPA, and any other terms and conditions incorporated herein by reference, constitutes the entire agreement between Lincoln Electric and Buyer with respect to the Goods and/or Services covered by this Agreement, and supersedes any prior agreements, understandings, representations and quotations with respect thereto. Lincoln Electric may change this Agreement at any time and is not obligated to notify Buyer of any such changes, amendments or updates. (c) No Waiver. In the event of Buyer's default, if Lincoln Electric elects to

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continue shipping or otherwise fails to insist upon strict compliance with this Agreement, Lincoln Electric's actions will not constitute a waiver of Buyer's default or any other existing or future default or affect Lincoln Electric's legal remedies. Lincoln Electric's failure or election not to enforce any term or condition of this Agreement shall not constitute or be deemed a waiver of that term or condition or any other term or condition of this Agreement. (d) Severability. If any provision of this Agreement is held to be unlawful or unenforceable, that provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect. (d) Survival. Any provisions of this Agreement which, by their nature, extends beyond the completion, termination or expiration of any sale of Goods, and/or Services, will remain in effect until fulfilled. (e) Headings. Paragraph headings herein are for convenience only and shall not limit in any way the scope of interpretation of any provision to this Agreement. (f) No Third-Party Beneficiaries. Except as expressly provided in this Agreement with respect to members of the Lincoln Electric Group (as defined therein), this Agreement has been entered into solely for the benefit of the parties hereto and is not intended to create any legal, equitable, or beneficial interest in any third party, or vest in any third party, any interest with respect to the enforcement or performance hereof. Each member of the Lincoln Electric Group (other than Lincoln Electric) is an express intended third-party beneficiary of Sections 3, 4, 9, 10 and 14 of this Agreement and shall be entitled to enforce the rights and protections afforded thereunder as if it were a party to this Agreement. Lincoln Electric is an express intended third-party beneficiary of the Reseller's Purchase Contract.

[Remainder of this page left intentionally blank; Exhibit A follows]

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Exhibit A
Third Party Terms and Conditions — Verizon Wireless

These terms and conditions (the “**Terms**”) set forth the terms and conditions governing the use of the Verizon Wireless network by Buyer and its end users of an electric vehicle charging station (the “**Equipment**”) manufactured by Lincoln Electric. Any term that is capitalized, but not defined in this Exhibit A, shall be ascribed the meaning set forth in the Agreement.

1. **Definitions:** For purposes of this Exhibit A, the following definitions shall apply: (a) “**Line**” means a line of Wireless Service provisioned by Verizon Wireless; (b) “**Services**” means the specific services (including without limitation, Wireless Service) that are provided by Verizon Wireless in connection with the Equipment; (c) “**Verizon Wireless**” means the provider of the Wireless Services in connection with the Equipment; and, (d) “**Wireless Service**” means each and every radio service provided directly or indirectly by Verizon Wireless.

2. **Term; Termination and Suspension:** If a party terminates the underlying Agreement such that the Line will be no longer needed, Buyer will be responsible for all accrued charges through the date of termination. Notwithstanding the Agreement, Lincoln Electric shall have the right to terminate this Agreement, without providing an opportunity to cure, by providing five (5) days’ notice to Buyer (or, in exigent circumstances, with as much notice as practicable in its reasonable judgment) if Lincoln Electric has a good-faith belief that termination is necessary to (i) prevent, mitigate, or eliminate fraud; (ii) protect Lincoln Electric’s or Verizon Wireless’s personnel, network, or property, or (iii) comply with a law or a regulation. In all cases, notwithstanding the foregoing, Buyer must take immediate action to cure a default based on (a) a violation of any Federal Communications Commission rule or regulation that could adversely affect any Federal Communications Commission spectrum license held by Verizon Wireless or any of its affiliates in the Wireless Service area; or (b) Buyer’s failure to make payments under the Agreement. Upon any termination: (a) the applicable Services will terminate immediately; and (b) Buyer remains liable for all accrued charges (including but not limited to any applicable termination fees, charges or expenses) for all terminated Services through the effective date of termination. Termination of the Agreement in part or in whole will not affect either party’s accrued rights or obligations under the Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after the term of the Agreement has ended. Lincoln Electric may deny any new Line activations and/or suspend or terminate Wireless Service upon notice, if: (i) Buyer fails to pay any charges when due; (ii) Buyer breaches the Agreement; (iii) Buyer uses the Services or Lines for any illegal, improper or fraudulent purpose; (v) Buyer uses, abuses or misuses Verizon Wireless’s network in a manner that has an adverse impact on Verizon Wireless’s network, operations or customers; (vi) Buyer provides false information relating to Buyer’s account; or (vii) Buyer engages in fraudulent, threatening or harassing activities when using the Wireless Service or interacting with Lincoln Electric or Verizon Wireless. Lincoln Electric or Verizon Wireless can also temporarily limit Buyer’s Wireless Service for any operational or governmental reason.

3. **Provision and Use of Services**

3.1. **General:** Verizon Wireless shall provide Lines to Buyer only under the terms and conditions set forth in these Terms. Buyer will use the Services only in connection with the Equipment in accordance with these Terms, and will not, directly or indirectly distribute, sublicense or transfer the Services or any part thereof. Notwithstanding anything to the contrary, a Line of Wireless Service cannot be used for voice services for any reason. Any attempt by Buyer to obtain a Line of Wireless Service under these Terms used for voice services shall be deemed a material breach of these Terms. Buyer is responsible for the use of all applicable Services (including any downstream use and use of the Services in a manner not intended by Buyer). Buyer acknowledges that non-compliance or misuse of the Services may cause transmissions to fail, be blocked or misrouted, use Wireless Service not intended by Buyer and/or may subject Buyer to additional charges beyond those set forth in the Agreement.

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3.2. **Fraudulent or Unauthorized Use:** Buyer shall prevent (i) use of the Wireless Service by itself or any third parties in violation of Sections 3.1 or 3.2; and (ii) fraudulent or other unauthorized use of the Wireless Service or mobile telephone number (“MTN”). Buyer shall promptly notify Lincoln Electric in writing if there is actual or suspected use of the Wireless Service in violation of this Section 3. Buyer shall be solely responsible for all risks, expenses and liabilities arising from or relating to fraudulent usage by Buyer or any other person utilizing Lines provided hereunder.

3.3. **Equipment Location:** All Equipment activated on Lines at a fixed location must be located by Buyer within the areas served by the Verizon Wireless owned and operated network in the United States, must be primarily used on Verizon Wireless’s owned and operated networks in the United States, and will not be permanently located in the roaming area. Lincoln Electric and Verizon Wireless reserve the right to terminate any Lines that are not primarily used on Verizon Wireless’s owned and operated network.

3.4. **Access Outside United States:** If Buyer chooses to access or use the Services, Equipment or any website or portal maintained by Lincoln Electric or Verizon Wireless from locations outside the United States, Buyer does so on its own initiative and will be solely responsible for compliance with all applicable laws, including those relating to the access of information and/or transmission of technical data exported from or imported to the United States or the country in which Buyer is accessing or using the Services, or such website or portal. Buyer will not allow the use of the Verizon Wireless systems and/or system user ID(s) and password(s) assigned to it for access to the Verizon Wireless systems from outside of the United States.

3.5. **Availability of Wireless Service:** Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, Equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Wireless Service operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and with Equipment that is approved to operate on Verizon Wireless’s network. In some areas, Wireless Service may be provided by a third-party roaming carrier, subject to Verizon Wireless’s agreements with such carriers. Data service on these roaming carriers’ networks may be limited or slowed. Third party roaming carriers are not Verizon Wireless affiliates or subcontractors and Verizon Wireless bears no liability for their network, acts or omissions.

3.6. **Enhancement of Wireless Service:** Buyer will not install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service.

3.7. **Mobile Telephone Numbers:** Verizon Wireless may, at any time upon written notice, modify the requirements of this Section 3.7. If Buyer is using geographic MTNs, but Buyer’s needs can be satisfied with a non-geographic number solution (e.g., 5XX numbers where the Numbering Plan Area (“NPA”) begins with a “5” and there is no rate center associated with the MTN), Verizon Wireless reserves the right to migrate Buyer to a non-geographic number solution for all new activations. Buyer’s existing lines using geographic numbers shall be eliminated through attrition only. Buyer may port its geographic MTNs to another carrier, but Buyer does not have any property right in the MTN. Buyer may not port its non-geographic MTNs to another carrier. Verizon Wireless may change, reassign or eliminate an MTN upon reasonable notice to Buyer under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements.

4. **LIMITATION OF LIABILITY:** IN ADDITION TO ANY LIMITATION OF LIABILITY IN THE AGREEMENT, LINCOLN ELECTRIC AND VERIZON WIRELESS WILL HAVE NO LIABILITY TO BUYER:

4.1. FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (i) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING

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WIRELESS SERVICE; (ii) FAILURES OR DEFECTS IN THE VERIZON WIRELESS NETWORK OR SYSTEMS; OR (iii) USE OF THE WIRELESS SERVICE INDEPENDENT OF EQUIPMENT.

4.2. FOR CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING USE OR INABILITY TO USE THE WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THESE TERMS. IN NO EVENT SHALL LINCOLN ELECTRIC OR VERIZON WIRELESS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

5. **Compliance with Laws and Consent to Share Information:** Buyer acknowledges and agrees that it is solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable law. The privacy addendum located at the following URL, <https://www.verizon.com/business/serviceguide/reg/state.htm> (“**Privacy Language**”), is hereby incorporated into these Terms and applies if any Service requires collection of personal data to which such laws apply. In the case of any inconsistency, the Privacy Language takes precedence over these Terms with respect to such inconsistency. Buyer hereby grants Lincoln Electric permission to share Buyer’s Confidential Information with Verizon Wireless and its affiliates (together with Verizon Wireless, the “**Verizon Companies**”) and third parties subject to nondisclosure protection, solely for the purpose of offering Buyer current and future products and services available from the Verizon Companies.

6. **Miscellaneous:**

6.1. **Waiver; Severability; Survival:** No provision of these Terms shall be considered waived unless both parties agree in writing to such waiver. Either party’s forbearance or delay in enforcing any right under these Terms shall not be construed as a waiver of such right. If a court of competent jurisdiction holds any provision of these Terms invalid, illegal or unenforceable, the remaining provisions of these Terms shall remain in full force and effect. Termination of these Terms shall not affect either party’s accrued rights or obligations under the Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after the Agreement has ended.

6.2. **Buyer Consent to Use Customer Proprietary Network Information (Not Applicable to Arizona Customers):** Buyer consents to the use and sharing of Customer Proprietary Network Information (“CPNI”) within the Verizon family of affiliates, and with third parties subject to non-disclosure protection, solely to offer current and future Verizon products and services. Verizon protects the confidentiality of CPNI, which is information that identifies the quantity, technical configuration, type, destination, location, and amount of use of Buyer’s subscribed telecommunications and interconnected VoIP services, and related local and toll billing information. Buyer has the right to refuse this consent, and doing so will not affect any existing Services. Buyer may withdraw or limit its consent at any time via email at cpni-notices@verizon.com and consent remains valid until updated by Buyer.

6.3. **Dispute Resolution:** If there is a dispute that arises under or relates to these Terms, the parties agree to meet to attempt to resolve the matter within thirty (30) days of the date when one of the parties gives written notice informing the other of such a dispute. If the dispute is not resolved, the parties agree to arbitrate the dispute. If a court rules that this arbitration requirement is unenforceable, or if a court proceeding is allowed instead of arbitration, the parties agree to waive a jury trial. The parties agree that (a) the Federal Arbitration Act, 9 USC §§1-16, as amended, shall govern this provision; (b) any arbitration shall be held before an independent arbitrator, governed and administered by JAMS in accordance with its Comprehensive Rules and Procedures or Streamlined Arbitration Rules and Procedures, as applicable; (c) the arbitrator shall issue a written opinion giving the reasons

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for any award; (d) the award shall be binding on both parties with no right of appeal; and (e) no arbitration can be on a class basis or be joined or consolidated with another arbitration. If the prohibition in subsection (e) is found to be unenforceable, then the parties shall not be required to arbitrate. The arbitration requirements of this Section 6.3 will not apply if either party faces an unauthorized disclosure of Confidential Information or an infringement of intellectual property, in which case either party may seek preliminary and final injunctive relief.