

WARRANTY CHARTER AUTOMATION AND AIR TREATMENT

The warranty given by LINCOLN ELECTRIC FRANCE applies within the limit of the following provisions, to products recognised as defective as a result of a manufacturing, assembly or material defect attributable to LINCOLN ELECTRIC FRANCE.

PROVISIONS APPLICABLE TO THE PROFESSIONAL END USER

The LINCOLN ELECTRIC FRANCE warranty periods are as follows:

- 2 years for the LINC-CUT S range, parts and labour in the first year, parts only in the second year.
 - 1 year for automatic or robotic welding and cutting installations equipped with NERTAJET, NERTAMATIC type generators.
 - For other generators fitted to machines: the “Automation Warranty” charter applies in the first year, the “Equipment warranty” charter applies at the end of this initial period of one year.
 - 1 year for air treatment systems.
 - 6 months for gas regulators and power plants.
 - 3 months for the tools (torches, burners, markers...), wiring and torch harnesses and spare parts.
- These warranty periods are for use at a single post for 8 hours per day.

For Standard products, all warranty periods begin to run from the date of invoice to the first user customer following invoice and/or delivery note (BL). In the absence of an invoice, the date of the delivery note that will be taken into account.

For the machines, managed by project, all warranty periods begin to run from the date of the Final Acceptance signature. They begin maximum 6 months after the shipment of the machine from the factory.

Conditions of application:

In order to claim the benefit of the LINCOLN ELECTRIC FRANCE warranty, the purchaser, when contacting LINCOLN ELECTRIC FRANCE, must express in writing the defects it attributes to the product. It must provide all supporting documents and all facilities to confirm such defects by LINCOLN ELECTRIC FRANCE and to remedy it.

Such notification will lead LINCOLN ELECTRIC FRANCE to give instructions to the purchaser concerning the procedure to be followed with regard to warranty claims. In particular, the warranty clause will only be applied to the extent that the serial or batch number, as well as a copy of the invoice for the product concerned are attached to the request. In the event of a request made by the purchaser and accepted by LINCOLN ELECTRIC FRANCE under the warranty, LINCOLN ELECTRIC FRANCE reserves the right to choose, one of the following solutions at its convenience:

- ➔ repair, either at its premises, at the distributor’s premises, at the end customer’s premises or those of a third party chosen by it,
- ➔ replacement.

LINCOLN ELECTRIC FRANCE does not agree to have as part of its warranty.

The replacement of an item with a new item is only possible under the following conditions:

- ➔ the item is defective upon delivery and it is returned in its original packaging or that of the equipment with which it is exchanged,
- ➔ in all cases where LINCOLN ELECTRIC FRANCE considers that it is not possible to repair it. LINCOLN ELECTRIC FRANCE reserves the right to request any feedback for expert evaluation.

The LINCOLN ELECTRIC FRANCE warranty does not apply to:

- ➔ to replacements or repairs that may result in particular from normal wear and tear of the product, its unsuitable use (particularly in an environment for which the product was not intended), non-compliance with the ISUMs (Security, Use and Maintenance Instructions), lack of maintenance (in particular contaminated work-station), failure to monitor, fault in storage, faulty handling, negligence, malicious conduct, fall.

→ to defects resulting from the use of non-LINCOLN ELECTRIC parts and equipment.

→ to damage resulting from transport.

In addition, the warranty will cease in the event that the customer itself carries out or has carried out by a third party, repairs or modifications to the product without the written agreement of LINCOLN ELECTRIC FRANCE. Finally, the operations or replacements carried out under the warranty do not have the effect of extending it.

LINCOLN ELECTRIC will not be liable for any other claims apart from those defined herein, in particular for loss of profit, operating loss, loss of production, or claims by third parties. Unless otherwise expressly agreed between the parties, LINCOLN ELECTRIC does not warrant industrial or economic results. LINCOLN ELECTRIC FRANCE remains bound by the legal warranty against hidden defects.

PROVISIONS APPLICABLE TO LINCOLN ELECTRIC DISTRIBUTORS AND SUBSIDIARIES

All warranty periods, for spare parts, begin to run from the date of invoice to the first user customer or 12 months after the delivery date to the distributor or subsidiary (the date stated on the delivery note being the effective delivery date)

LINCOLN ELECTRIC distributors and subsidiaries warrant at least the periods provided for in this warranty to their end customers from the date of sale of the distributor or subsidiary to the end customer and provided that the items are stored in good condition and in their original packaging.

In the event that the user customer is not registered, the distributor must present the invoice made to its customer with an statement of the serial number of the machine.

As the warranty is understood to be parts and labour for the end customer, the costs of intervention and labour will be borne by the distributor or the subsidiary LINCOLN ELECTRIC in relation to its end customer, except in the event of a waiver previously granted by the Automation After-Sales service authorising the end customer to use the services of a third party.

Any extension of the warranty granted by the distributor or the subsidiary to their customers is at their sole expense and under their sole responsibility. Any defective article replaced under the warranty must, as a matter of course, be returned to the return platform of the Parthenay plant and, by way of

derogation, it must be kept available by the LINCOLN ELECTRIC distributor or subsidiary for a period of 3 months, from the date of the claim, during which period LINCOLN ELECTRIC FRANCE may request any return for expert inspection.

LINCOLN ELECTRIC FRANCE reserves the right to invoice the replacement items as well as the costs of processing and return of the file, in the following cases:

→ non-return of the defective article despite the express request of LINCOLN ELECTRIC FRANCE,

→ no warranty issued after analysis of the incident and/or defective parts or products.

The transport costs necessary for the performance of the warranty are covered under the following conditions:

→ in France: outward transport at the expense of the distributor and return at the expense of LINCOLN ELECTRIC FRANCE (repair in LINCOLN ELECTRIC FRANCE workshop),

→ in the European community: round trip transport at the expense of the subsidiary LINCOLN ELECTRIC,

→ in the rest of the world: round trip transport at the expense of LINCOLN ELECTRIC.

This charter replaces all previous conditions to the contrary, having the same purpose, for products invoiced from April 2022.

For all other contractual conditions, LINCOLN ELECTRIC's general terms and conditions of sale apply.