

Supplemental Terms and Conditions for Use of the REVEAL[®] Activation Platform with the HyperFill[®] Solution

THESE SUPPLEMENTAL TERMS AND CONDITIONS OF SALE (“SUPPLEMENTAL TERMS”) ARE INCORPORATED INTO THE TERMS & CONDITIONS OF SALE - ARC WELDING PRODUCTS AND SERVICES (“TERMS”), FOUND AT <https://www.lincolnelectric.com/en/legal-information>, AND APPLY TO ALL USE AND ACCESS TO THE REVEAL ACTIVATION PLATFORM (“PLATFORM”) WITH THE HYPERFILL SOLUTION. (“SOLUTION”)

- 1. PLATFORM PURPOSE.** The REVEAL Platform activates the HyperFill specific modes on an applicable Power Wave[®] or PIPEFAB[™] machine.
- 2. PURCHASE OPTIONS.** Customer may acquire a limited license (“License”) to use the HyperFill SOLUTION as follows: (i) for a fee based upon consumed wire weight (lbs. or kg) or stated time period (180 continuous days) (“Fee Based License”) or (ii) for no recurring license fee through the purchase of Seller’s (as that term is defined in the Terms) wire product as the exclusive wire used on the Customer’s HyperFill system. The Customer’s method of accessing and paying for the SOLUTION can be changed at any time with written notice to Seller.
- 3. PURCHASE OF SELLER WIRE PRODUCT.** The License fee is waived for Customers electing to access the SOLUTION through the purchase of the Seller’s Wire Product. In this case the License is provided at no cost so long as the Customer allows verification of wire use by Seller. Seller will also provide the Customer with License renewals as needed based upon the type of License.
- 4. RENEWAL OF FEE BASED LICENSE.** A Fee Based License (consumption or time based) must be renewed by the Customer according to the applicable License term.
- 5. FEE INCREASES.** Seller reserves the right to change the price for any License at any time, without notice.

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- 6. NO LIABILITY FOR DOWN TIME.** Seller is not liable for any expenses or losses at all related to equipment down time or associated with the expiration or termination of a License whether through a Fee Based License or Wire Product. The REVEAL Platform is provided “as-is” and Seller makes no warranty that operation of the REVEAL Platform will be uninterrupted or error free or that any defects will be corrected.
- 7. NON-REFUNDABLE.** All License purchases are non-refundable. A Customer may purchase multiple 180-day or other quantity-based licenses at any time.
- 8. GATEWAY PENDANTS.** Any License accrued on a Gateway pendant, which is the hardware required to access the Platform, can be transferred between applicable HyperFill capable machines by relocating the Gateway pendant.
- 9. HARDWARE FAILURE.** License credits lost due to a hardware failure covered under the warranty of the Gateway pendant will be replaced at no charge. Proof of purchase required for replacement of Fee Based License. Seller will not be liable for any down time at all associated with loss of access to the PLATFORM or SOLUTION due to hardware failure.
- 10. ANALYTICS.** Customer acknowledges that Seller may track usage of the Platform by Customers for analytical, statistical, or benchmarking purposes and for creating analytics related to the use of the Platform (“Analytics Data”). Analytics Data is created and maintained on an anonymized basis and does not identify individual data subjects. We retain all rights, title and ownership of the Analytics Data [including all derivative works thereof].
- 11. OWNERSHIP.** As between the Customer and Seller, Seller owns all right, title and interest in and to the REVEAL Platform, all work product related to the REVEAL Platform, and all enhancements, derivatives, and modifications thereof and all intellectual property rights in any of the foregoing.

TEST RESULTS DISCLAIMER Test results for travel speeds, deposition, heat input, or mechanical properties, levels were obtained from a weld produced and tested according to prescribed standards. Actual results will vary depending on many factors, including, but not limited to: the base material or substrate being welded, the welding procedure and welding process, and the unique conditions present in the workplace or welding environment. Users and employers have the sole responsibility for and control over workplace conditions, including the manner in which work is performed and the safety measures taken. Always read and follow applicable OSHA regulations as well as all information on product labeling and safety data sheets when using Lincoln Electric products. Safety data sheets for Lincoln Electric products can be found at <http://www.lincolnelectric.com/en-us/support/msds/Pages/sds-search.aspx>. Users and employers should have an industrial hygienist check worker exposure levels to be certain that they are within applicable OSHA PEL and ACGIH TLV limits for the particular application or weldment.

HYPERFILL ACTIVATION CAPABILITY WITH POWER WAVE® AND PIPEFAB™ SYSTEMS Your purchase of a Lincoln Power Wave or PIPEFAB Welding System comes with (i) a license to use Lincoln Electric standard Power Wave / PIPEFAB waveforms, and (ii) HyperFill waveform capability, which requires the purchase of premium Lincoln Electric wire or purchase of a separate license. Unless one of these is purchased, the HyperFill waveform will not be available for use on these machines, and only the standard Power Wave / PIPEFAB waveforms are usable.

CUSTOMER ASSISTANCE POLICY The Lincoln Electric Company is manufacturing and selling high quality welding equipment, consumables, and cutting equipment. Our challenge is to meet the needs of our customers and to exceed their expectations. On occasion, purchasers may ask Lincoln Electric for information or advice about their use of our products. Our 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 application. Our employees, however, are not in a position to verify the information provided or to evaluate the engineering requirements for the particular weldment. 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 our products. Any express or implied warranty that might arise from the information or advice, including any implied warranty of merchantability or any warranty of fitness for any customers' particular purpose is specifically disclaimed.

Lincoln Electric is a responsive manufacturer, but the selection and use of specific products sold by Lincoln Electric is solely within the control of, and remains the sole responsibility of the customer. Many variables beyond the control of Lincoln Electric affect the results obtained in applying these types of fabrication methods and service requirements.

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