

# Service Parts Business

Terms & Conditions of Sale



THE LINCOLN ELECTRIC COMPANY

22801 St. Clair Avenue • Cleveland, OH • 44117-1199 • U.S.A.  
Phone: +1.888.935.3877 • www.lincolnelectric.com

## GENERAL

These terms and conditions for Lincoln Electric's Service Parts Business supersede all previous terms and conditions related to replacement parts for Lincoln machines and accessories.

## PRICES

Prices are net 30 days, no cash discount allowed.

The Lincoln Electric Company, hereinafter called the Seller, may change this method of payment, if, in its judgment, extension of such terms is not justified. The Seller also reserves the right to change prices at any time without notice. Prices will be those in effect at the time the order is entered at the Seller's Factory Office or at a Lincoln District Sales office. Prices for orders with buyer specified ship dates calling for shipment beyond 30 days from the order entry date will be those in effect at the time of shipment. All orders are subject to final acceptance at the Seller's factory office or at a Lincoln District Sales office.

Prices do not include taxes and all prices are subject to the addition of any tax which the Seller at any time is required by law to pay or collect by reason of the sale, purchase, rental, loan or use of the products.

Prices include domestic packing or packaging per the Seller's standard practice. Export boxing charges, where applicable, are to be added to the zone prices applying to the port of export.

The minimum billing for orders is \$25.00 USD.

## TRANSFER OF TITLE

### Domestic Shipments:

All shipments are made F.O.B. point of shipment. Title to the shipment is transferred to the Buyer at the time the carrier accepts the shipment.

### Export Shipments:

All export shipments, except those using negotiable bills of lading, are made FCA, Free Carrier-named U.S. point. On these export shipments, the title to the shipment is transferred to the Buyer at the time the goods are delivered into the charge of the export carrier or transport terminal acting on behalf of the carrier, at a named point.

## SHIPPING

Shipments will be made from Cleveland, Ohio or from one of the Lincoln Electric warehouses at Lincoln's discretion.

Shipping and handling will be prepaid by Lincoln Electric on replacement parts listed in the Replacement Parts Price Book (BK201) as follows:

- Shipping will be prepaid to Buyer's door within the 48 contiguous U.S. States. All other shipments will be freight prepaid to a transport terminal at a named U.S. point. The Seller is permitted to select the origin point, method, and route of shipment. If the Buyer specifies the origin point, method, or route of shipment, any additional expense incurred will be charged to his expense.
- All additional charges for other than transportation, such as insurance, storage, carrier notification to consignee, special equipment/handling at delivery, or C.O.D. Fees will be at the Buyer's expense.
- Export shipments will be subject to all the above conditions but will have transportation charges prepaid to an export carrier or transport terminal at a named U.S. point.
- No allowance will be made in lieu of freight or cartage if the Buyer accepts shipment at the factory or warehouse, and no allowance will be made for transportation of any kind by Buyer's truck.

- Orders for replacement parts and KP items that are suitable for UPS delivery within the continental United States, will be shipped UPS Second Day Service at no extra charge to the customer. Orders for Magnum® MIG/FCAW welding guns, robotic guns, fume extraction guns, Innershield® guns, spool guns, push/pull guns and hand-held submerged arc guns will be shipped via UPS Ground from the nearest regional Distribution Center. Guns not in stock at a regional Distribution Center at the time of order entry will be shipped UPS Second Day Service at no extra charge to the customer. This service is not applicable to international orders.
- Orders for current in-stock replacement parts and KP items that are received and accepted by 3:00 P.M. (Eastern Time) will be shipped the same day. If applicable, the shipment will be via UPS Second Day Service.
- All "Rush", "Must Ship Today", and "Next Day Service" orders, for in-stock items that are received and accepted before 5:00 P.M. (Eastern Time), will be shipped the same day via UPS Next Day service at the buyer's expense. Orders for in-stock items that are received and accepted after 5:00 P.M. (Eastern Time) will be shipped no later than the next business day via UPS Next Day Service. This service is not applicable to international orders.
- All in-stock parts ordered for warranty considerations will be shipped the same day as the order is received via UPS Second Day Service.

## RETURNS

### Approval for return:

Prior approval must be obtained from the Lincoln Electric Service Parts Business. A return material authorization (RMA) number will be assigned. The RMA number must be clearly marked on the outside of all cartons. Lincoln Electric must be advised of the original invoice number pertaining to the return request. Credit will be calculated and issued based on this invoice.

### Conditions of return:

The parts must be new, unused, and undamaged. All parts not meeting these criteria will be returned to the buyer at their expense. Lincoln Electric reserves the right to refuse any parts that cannot be returned to new stock.

The parts must be in the original package, unopened, and clearly marked with the Lincoln Electric part number.

The parts must be listed in the Lincoln Electric standard Replacement Parts Price Book (BK201) and normally kept in Lincoln Electric stock.

Parts cannot be returned after more than 6 months from original date of shipment.

Parts classified as non-stocked in the current Replacement Parts Price Book (BK201) at the time of order are not returnable.

### Restocking Charges:

Normally stocked parts returned within 45 days of shipment will not be assessed a restocking charge.

Normally stocked parts returned after 45 days will be assessed a restocking charge of 15% of current list price. A minimum of \$50.00 restocking charge will apply.

The buyer pays return transportation to Lincoln Electric. All returns are to be pre-paid. Non pre-paid returns will be assessed a \$25.00 handling fee.

The handling fee and any freight charges incurred by Lincoln Electric will be deducted from any credit due the buyer.

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## CANCELLATION OF ORDERS

### Standard Items:

Purchase orders for normal quantities of standard items ordinarily carried for stock shipment are subject to cancellation without charge provided that the Buyer's notice of cancellation is received by the Seller prior to delivery of product to the carrier.

### Special Items:

Purchase orders for extraordinary quantities of standard items or for any special items designed or manufactured at the customer's request are not subject to cancellation without payment to the Seller of an amount based on the following principles:

1. Full payment of the contract price by the Buyer for all portions of the contract which have been completed prior to receipt of the Buyer's written notice of cancellation, and
2. Payment by the Buyer of a reasonable charge to be computed by the Seller for any portion of the contract which has not been completed, and on which cancellation is desired by the Buyer.

## WARRANTY

Lincoln Electric warrants to the purchaser that its replacement parts will be free of defects in workmanship or material for a period of 1 year not to exceed the warranty period of the original item.

## FORCE MAJEURE

Lincoln shall not be liable to the purchaser for any delay in any performance or for failure to render any performance, and any such delay or failure shall for all purposes be excused, when such delay or failure is directly or indirectly caused by governmental laws or regulations (whether or not valid); acts of war; acts of government; acts of God; acts of terrorism; sabotage; civil disturbances; strikes or other labor disturbances; equipment failure; the inability to procure raw materials, power, equipment, labor or other supplies on an economic basis; explosions; accidents; transportation delays or shortages; floods; landslides; epidemics; or similar or dissimilar events which events are beyond the reasonable control of Lincoln, in any of the foregoing cases whether or not foreseeable (collectively, "Force Majeure Events"). In expansion, and not limitation, of the foregoing, a Force Majeure Event shall be deemed to delay or prevent performance if it directly or indirectly causes the timely performance by Lincoln of any of its obligations to be commercially impracticable. Lincoln shall not be denied relief under this paragraph if it fails to avoid or resolve any Force Majeure Event, except to the extent that it fails to employ commercially reasonable efforts to avoid or resolve such event, which efforts shall not be required to include the expenditure of funds. Upon the occurrence of any event or circumstance referenced above, Lincoln shall have the right to allocate products among its customers in its sole discretion. This paragraph shall be effective and apply even if the Force Majeure Event invoked by Lincoln had been in effect on the date a particular order for products was accepted by Lincoln. This paragraph supplements, and does not replace, any remedies available to Lincoln under the Uniform Commercial Code and other applicable law.