

Terms and Conditions of Sales

DEFINITIONS

- “Buyer” means the person or entity acquiring the Goods and/or Services from Lincoln Electric.
- “Goods”, unless the context specifies otherwise, means all goods supplied by Lincoln Electric to the Buyer.
- “Goods Return Authority” means an authority to return the Goods to Lincoln Electric in the form determined by Lincoln Electric from time to time.
- “Invoice” means the Tax Invoice issued by Lincoln Electric to the Buyer for the Goods and/or Services.
- “Lincoln” or “Lincoln Electric” means Limited Liability Company “Trade House “Mezhgosmetiz” (OGRN 1055744016932) and/or Joint-Stock Company “Mezhgosmetiz-Mtsensk” (OGRN 1025700525388).
- “Purchase Order” means the purchase order issued by the Buyer to Lincoln Electric for the supply of the Goods and/or Services.
- “Services” means all services supplied by Lincoln Electric to the Buyer and includes delivery and installation of Goods.
- “Incoterms” means the set of commercial terms as published by the International Chamber of Commerce in the version as of the date of shipment of Goods.
- “Distributor” means an undertaking which has duly agreed with Lincoln terms and condition of supply of Goods and/or Services to its sub-distributors or end users in the assigned territory.
- “Lincoln Electric Authorized Service Facility” means any service facility duly authorized by Lincoln to carry out inspection of the Goods, repair Goods and provide other services related to Goods, including those provided by virtue of the applicable warranties.
- "Date of Order Placement" - the date of order placement is the date of signing by the Parties of the specification or, in the absence of a specification signed by the Parties, the date of payment by the Buyer of the products on the invoice issued by the Supplier, within the time specified in the invoice for payment.
- "Third party" - the alleged subjects of legal relations related to the legal relationship between Suppliers and the Buyer.

GENERAL CONDITIONS

The General Sale Terms and Conditions apply for all commercial relationships (Offers, Orders, Order Confirmations, Sales, Deliveries, Service, etc) developed between Mezhgosmetiz-Mtsensk JSC, hereinafter entitled “Supplier” and a Client Company (Potential Client), hereinafter entitled “Buyer”. All the services supplied by Mezhgosmetiz-Mtsensk JSC are addressed exclusively for Buyers – Legal Companies. Any modification of the General Sale Terms and Conditions must be accepted in writing by the Supplier. In the absence of a reserve from the Buyer, for any reason, before receiving confirmation from the Supplier, the General Sale Terms and Conditions become applicable. The General Sale Terms and Conditions represent the sole basis for all commercial negotiations and prevail over the General Purchase Terms and Conditions applied by the Buyer. The Supplier reserves the right to modify the General Sale Terms and Conditions at any time; the modified General Sale Terms and Conditions will apply for all the Orders starting with the modification date, under the obligation of notifying the Buyer who registered the Order before the respective date. The notifications will be transmitted through any means of communication agreed between the Parties, including via e-mail. The fact that the Supplier does not use at a certain point any of the General Sale Terms and Conditions cannot be interpreted as a renunciation to the right of using the respective General Sale Terms and Conditions at a subsequent date. In a similar way, the invalidity of any of the General Sale Terms and Conditions will not affect the validity of the other General Sale Terms and Conditions. The Offers, negotiations, documents and any other information provided by the Supplier, other than publicity flyers and instruction manuals will remain the property of the Supplier and will be regarded as confidential. The respective information will not be transmitted to third parties and will not be used by the Buyer for other purposes without the written authorization of Mezhgosmetiz-Mtsensk JSC.

The Buyer agrees to be bound by Lincoln’s then current Terms & Conditions of Sale and Prices of Lincoln which can be modified by Lincoln and as in effect from time to time, notwithstanding any provisions to the contrary in any purchase order forms or other forms of Lincoln’s commercial documents.

For the international business, special terms and conditions covering payment, freight, insurance, forwarding and other matters related to foreign sales may be required by Lincoln from time to time in Lincoln's sole judgment and discretion in each case.

All such terms and conditions are subject to change by Lincoln from time to time in Lincoln's sole discretion without prior notice to the Buyer.

The Buyer, by its submission of a Purchase Order to Lincoln Electric, adopts and accepts these terms and conditions in relation to the supply of Goods and/or Services by Lincoln Electric to the Buyer.

These terms and conditions will apply to each Purchase Order, invoice and any commercial transaction concerning the supply of any Goods or Services by Lincoln to the Buyer.

Title, quantity, assortment, price, terms of delivery, packaging and labelling of the Goods to be supplied are agreed in specification, applications, invoices. If the requirements of State Standards (GOSTs), technical conditions and terms and conditions indicated in specifications vary, the terms and conditions of the latter shall prevail.

After the specification is signed by the Parties, the delivery request cannot be withdrawn.

Notwithstanding the various Terms & Conditions of Sale and Prices of Lincoln, the following conditions should always apply:

1. ORDERS AND RETURNING OF GOODS

From **November 1, 2021**, the following conditions apply to ORDERS:

Beginning **November 1**, the following conditions shall apply:

- **Orders for products made to demand** are firm and may not be cancelled.
- **Orders for products from stock** that are not blanket/call-off orders may, for a valid reason and with the prior approval of Lincoln Electric, be canceled without any penalty up to 5 calendar days after our issuance of order confirmation (unless the order has already shipped).
- After the 5 calendar day period, orders for products from stock may, for a valid reason and with the prior approval of Lincoln Electric, be canceled (unless the order has already shipped) subject to a 18% administrative cancellation fee, applicable to the full amount of the order, VAT and shipping excluded.
- After shipment (whether before or after the 5 calendar day period), and until 30 days after delivery, MTS order product may, for a valid reason and with the prior approval of Lincoln Electric, be returned subject to a 25% return and restocking fee (with a minimum charge of 50 euros) on the full amount of the applicable order, VAT and shipping excluded. The customer is responsible for all shipping charges related to the return of the goods to Lincoln Electric.
- After 30 days, returns are not permitted.
- See our Distributor policy for more details. As per our policy, returned goods must be in the same condition as when delivered: product that has been opened, used or damaged, or is otherwise not in a condition to be sold as new, will be returned to the Distributor at its cost.
- For MTS orders presenting a larger volume or Euro value, or other special characteristics, Lincoln Electric reserves the right to specify in the order confirmation that the order is not cancelable for convenience under any circumstances.

For any MTS order which includes multiple deliveries (i.e., a call-off/blanket order), the Distributor may, for a valid reason and with the prior approval of Lincoln Electric, cancel all or a portion of the applicable order without penalty up to 10 days after each issuance of an order confirmation (unless a portion of the order has already shipped, in which case the shipped portion may not be cancelled). Following the 10-day period, the Distributor may, with the prior approval of Lincoln Electric, cancel the order, subject to the 18% administrative cancellation fee. After shipment (whether before or after the 10 calendar day period), and until 30 days after delivery, the Distributor may, with the prior approval of Lincoln Electric, return the order, subject to the 25% return and restocking fee (50 euros minimum)+transportation costs as described above. 30 days after delivery, returns are not permitted. The customer is responsible for all shipping charges related to the return of the goods to Lincoln Electric. For orders presenting a larger volume or Euro value, or other special characteristics, Lincoln Electric

reserves the right to specify in the order confirmation that the order is not cancelable for convenience under any circumstances.

Returns must be made using the defined Lincoln Electric procedure for returns, including requesting and receiving prior authorization.

The above rules do not apply to returns made for product warranty purposes: Lincoln Electric's rules in regards to returns for product warranty purposes remain unchanged.

- All returns must be in new and unused condition, in original packaging with all included accessories.
- All returns are subject to approval and charges on a case by case basis as may be agreed by Lincoln and Buyer.
- The Buyer wishing to return some or all of the items delivered must receive written approval from Lincoln.
- Restocking charges, if applicable, will be determined by Lincoln.
- Lincoln will not accept freight costs for returns.
- Lincoln accepts no responsibility for any delays in passing credit caused by Goods being incorrectly branded or returned to any destination other than the Lincoln Electric depot nominated on the Goods.

The following summarizes the amended policy set forth above. Please also refer to our Pricing policy, as set forth below, for more information.

Made to Order

No cancellations or returns are permitted.

Made to Stock Orders – Stand-alone basis only (not call-off)

Cancellation/Return Date	Conditions of Return/Cancellation – Payable by Distributor
5 calendar days after issuance of an Order confirmation by Lincoln Electric (if product has not shipped)	No fee (unless product has shipped, in which case 25% return and restocking fee+transportation cost applies)
More than 5 days (until shipment) after issuance of an Order confirmation by Lincoln Electric	18% administrative cancellation fee (unless product has shipped, in which case 25% fee + transportation cost applies)
After shipment and until 30 days after delivery	25% return and restocking fee + transportation cost
More than 30 days delivery	No returns

Made to Stock Orders – Call-off/Blanket order basis only (not stand-alone)

Cancellation/Return Date	Conditions of Return/Cancellation – Payable by Distributor
10 days after issuance of each Order confirmation by Lincoln Electric for the full call-off order	No fee (unless product has shipped, in which case 25% return and restocking fee+transportation cost applies)
More than 10 days (until shipment) after issuance of an Order confirmation by Lincoln Electric	18% administrative cancellation fee (unless product has shipped, in which case the 25% return and restocking fee + transportation cost applies)
After shipment and until 30 days after delivery	25% return and restocking fee + transportation cost
More than 30 days delivery	No returns

Pricing

Prices on all purchase orders and confirmations for all orders are based on Lincoln Electric's list prices at the date of the order confirmation. Lincoln's list prices at the date of shipment will apply to each shipment set out in the purchase order; final pricing will be provided before shipment, consistent with the policy set forth above.

2. PRICES

- Prices listed are in ROUBLES, and/or foreign currency (Euro (EUR) or USA Dollar (USD)).
- In case of payment for the goods by pre-paid, the price of the goods in foreign currency is converted into Russian rubles at the exchange rate set by the Central Bank of Russia on the date of debiting the funds from the Buyer's settlement account. In case the Buyer pays for goods on the terms of the subsequent payment, the price of the goods in foreign currency is converted into Russian rubles at the exchange rate set by the Central Bank of Russia on the date of debiting the funds from the Buyer's settlement account. In case of the subsequent payment shipping documents are issued by Lincoln in Russian rubles at the exchange rate set by the Central Bank of Russia on the date of shipping.
- Prices are ex-works (Manufacturing plant Mtsensk, Orel region, Russian Federation, or relevant Lincoln Electric Entity).
- Prices will be those in effect at the time the order is entered at the relevant Lincoln Entity's factory 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.
- For orders received at the prices offered by Lincoln, invoices are issued indicating the prices in effect at the time of the relevant offer, unless otherwise specified in the contract. The offer is valid for 5 working days, after which a price change may occur; an order placed after such an offer must be received by e-mail to the Lincoln office within 5 working days from the date of the initial offer, the original order must be received by the Lincoln office within 30 calendar days.
- Lincoln reserves the right to modify prices and discounts at any time on condition that it notifies the Buyer in writing at least fourteen (14) calendar days before such modification becomes effective, with the exception of

cases indicated in the next subclause. In the event of a change Lincoln shall communicate the revised prices and discounts by electronic means (including email) or otherwise.

- Lincoln reserves the right to modify the sales prices and conditions at any time in case of changes in the exchange rates, prices on raw materials, materials, energy resources without prior notice. In the event of a change Lincoln shall communicate the revised prices and terms and conditions of sale by electronic means (including email) or otherwise.
- The Supplier reserves the right to modify the list prices at any moment, even if one or several factors that determine the price are modified, irrelevant of their nature, if the respective modification takes place as a result of predictable circumstances or if the respective modification is related to general economic changes or commercial strategy changes. The factors that determine the price include among others the costs for raw materials, other materials, salaries and transportation, currency exchange rates, import taxes, VAT and other legal fees. The Buyer will be informed about any modification of the list price by any means, including via e-mail, within a reasonable term. The Supplier reserves the right to internally set a credit limit for the Buyer, above which the execution of the orders will require prepayment. The agreed payment term is applicable only up to the amount of credit limit determined by the Supplier. At the Buyer's request, the Supplier will provide the amount of this limit to the Buyer. The Supplier reserves the right to periodically verify the amount of credit limit and to withhold execution of the order above the determined credit limit, unless the Buyer will make a prepayment for the given order. The Supplier reserves the right to withhold the order execution in the case, when the Buyer is in arrears with payments to the Supplier.
- In case of price modifications the further agreement on Goods' prices does not require the execution of additional agreements between the Parties.
- In case of payment for the goods on prepayment terms, the Supplier's obligations to deliver the goods are counter to the Buyer's obligations to pay for the goods (products). In this case, the Supplier has the right to suspend the delivery of the goods and is not responsible for the violation of the terms of delivery of the goods. In case of payment for the goods after delivery of the goods, the Supplier has the right to suspend all deliveries to the Buyer in case the Buyer violates the payment deadline for the delivered goods.
- The VAT rate is specified in the Agreement / Application / Order at the time of its signing by the Parties. In the event of shipment of the Goods to the Buyer in 2019, the Buyer undertakes to pay the specified cost of the Goods with regard to the new VAT rate on the basis of the supplementary agreement signed by the Parties to the Contract or, in case of the Buyer's refusal to sign the supplementary agreement, based on the claim and the Supplier's invoice. Until the Buyer signs an additional agreement on the change in the value of the Goods, the Supplier has the right to suspend the shipment of the Goods. In case the Buyer disagrees with the new value of the Goods, the Supplier shall have the right to collect the cost of the Goods including VAT 20% in court or refuse to perform the Agreement unilaterally.
- The costs of shipment and delivery will be the responsibility of the Buyer, unless otherwise agreed.
- Prices do not include taxes and are subject to the addition of any tax required by law.
- Prices include domestic packing or packaging per the Lincoln's standard practice.
- Additional costs will be charged by Lincoln for:
 - Additional packing
 - Transport from the relevant Lincoln Entity's factory to the berth or airport
 - Insurance, legalization of documents
 - Testing and certification
 - Other expenses as may be agreed by Lincoln and Buyer.

3. TERMS OF PAYMENT

Unless otherwise agreed by Lincoln in writing, Payment Terms shall be governed by Lincoln's then current Terms & Conditions of Sale and Prices.

Payment can be made by either:

- Bank transfer of funds before shipment
- Cash against documents
- Irrevocable Letter of Credit (agreed with factory)
- Bank transfer or funds after agreed terms against invoice or B/L.

Note: All prices are exclusive of VAT and are subject to Lincoln Electric standard terms and conditions of sale. Due to constant improvements Lincoln Electric reserves the right to amend any of the above without preliminary notification.

4. TERMS OF DELIVERY

• The relations of the Parties for the supply of goods (products) within the territory of Russia are regulated by the current legislation of the Russian Federation.

• Unless otherwise agreed by Lincoln and Buyer, all terms of delivery and of transfer of risks are as per Incoterm EXW (Manufacturing plant Mtsensk, Russian Federation or relevant Lincoln Electric Entity).

• Once transfer of risks has taken place, the risk of loss and damage in transit by the Carrier will be the responsibility of the Buyer.

• Lincoln reserves the right to alter terms of delivery at any time prior to the placement of order by the Buyer.

• Lincoln shall use reasonable efforts to initiate shipment and (when appropriate in accordance with the agreed terms of delivery) schedule delivery of the Goods as close as possible to the Buyer's requested delivery dates.

The delivery of goods (products) can be carried out by the supplier on the terms of delivery of the goods to the warehouse of the Buyer (the consignee appointed by the Buyer) or on the terms of sampling the goods from the Supplier's warehouse (pickup of the goods by the Buyer).

- Except in cases that imply other arrangements, delivery is considered completed at the time of delivery of the Products to the Supplier's factory/warehouse (Incoterms 2010, the departure plant or "EX Works"). For all operations related to transportation, insurance, customs, processing and transportation, the Buyer is responsible for all costs and risks associated with the relevant operations. In case the delivery is delayed for a specific reason beyond the Supplier's control, the Equipment will be stored and processed by the Supplier if the Supplier agrees and the Buyer covers all costs and risks. The Supplier disclaims any subsequent liability in this sense. The provisions of this paragraph do not in any way change the payment obligations for delivery and are not an innovation.

Claims related to the transportation of goods (products): claims for the transportation of goods (products) are submitted by the Buyer to the Supplier with the mandatory drawing up of an act with the carrier in accordance with the Rules for the carriage of goods by road, the Charter of Motor Transport, with the regulations of the Russian Federation on the carriage of goods by rail.

The buyer accepts products by quantity in strict accordance with the requirements of the Instruction "On the procedure for acceptance of industrial and technical products and consumer goods by quantity", approved by the Resolution of the USSR State Arbitration No. P-6 dated June 15, 1965, as well as in accordance with the Federal Laws of the Russian Federation regulating the transportation of goods by road, rail, cargo transportation rules, the Federal Law of the Russian Federation "On Forwarding Activities" and other regulatory acts on forwarding activities.

Acceptance by the Buyer of the goods by quality is carried out in the following order:

The Buyer, within 30 days (if a warranty period is established, within the warranty period) from the date of delivery of the goods, submits a complaint to the Supplier in the form approved by the Supplier. The complaint must be submitted in writing.

Within five working days from the date of receipt by e-mail of the Supplier's request for samples, the Buyer provides samples in a convenient way for himself (by courier service, Russian Post, through a transport company of all types of transport, transfer of samples through his employee at the Supplier's location.).

The supplier, within five working days after receiving the samples, conducts tests of the samples, draws up the relevant documentation based on the results of the tests. In case of confirmation of the Buyer's claim, the Supplier makes a decision on the replacement of products and other decisions in accordance with the procedure established by the legislation of the Russian Federation.

If the Supplier disputes the fact of delivery of Products of inadequate quality, the Parties involve an independent expert to identify the shortcomings of the Products. Payment for the expert's services is carried out at the expense of the Buyer, and if the examination confirms that the improper quality of the Products was caused by the fault of the Supplier, then the costs of paying for the expert's services must be reimbursed by the Supplier.

The buyer has the right to make a claim:

- on the quality of Products – within 30 (thirty) calendar days from the date of delivery of Products;

- by the quantity of Products – within 30 (thirty) calendar days from the date of delivery of Products;

- for vehicle downtime - within 30 (thirty) days from the documented date of downtime.

If the Buyer does not file a claim within the above period of time, he loses the right to refer to the non-conformity of Products and the fact of vehicle downtime when applying to the court.

4.1 FORCE MAJEURE

The Supplier is not liable in case of non-fulfillment of its obligations or in case of delayed fulfillment of its obligations, if the corresponding obligations are related to the case of force majeure. For this purpose, force majeure means external, unpredictable and unavoidable circumstances that do not depend on the will of the Parties to the contract.

5. RESERVATION OF TITLE

- Property in and title to the Goods remains with Lincoln until the Buyer has paid Lincoln the price of the Goods as shown on the invoice and any other money that the Buyer may owe to Lincoln at any time on any account related to Goods.
- The Buyer may sell or otherwise dispose of the Goods in the ordinary course of the Buyer's business.
- If the Buyer fails to pay any amount of the Buyer's total indebtedness to Lincoln under these conditions of sale when it is due to Lincoln or, an event of default occurs, Lincoln may without prejudice to any of its other rights and remedies recover and/or re-sell the Goods or any of them and may enter upon the Buyer's premises for that purpose.
- Lincoln may enter the Buyer's premises or elsewhere within business hours to seize any Goods which have not been paid for by the due date stated on the Invoice without Lincoln having to give notice to the Buyer. The seizure of the unpaid Goods shall be formalized accordingly by the act of acceptance Goods which shall be signed by Lincoln and Buyer.
- The Buyer acknowledges that until his total indebtedness under these conditions of sale to Lincoln is discharged, he holds the Goods as Bailee for Lincoln and that a fiduciary relationship exists between them.
- In the event of sale of the Goods to a customer, the buyer in his position as a fiduciary shall:
 - assign to Lincoln the benefit of any claim against the customer, and;
 - account fully to Lincoln for the proceeds of the sale (unless and until the Buyer's total indebtedness to Lincoln under these conditions of the sale is discharged)
- While the Goods remain property of Lincoln, the Buyer agrees:
 - to store the Goods separately at the Buyer's premises so they can be easily identified and in a way that clearly manifests Lincoln's title;
 - to only dispose of the Goods in the ordinary course of the Buyer's business.
 - to not cause the Goods to lose their identifiable character or be intermingled with other Goods in any way by any process of its own or by a third party, except with Lincoln's prior written consent;
 - other than disposal of the Goods in the ordinary course of the Buyer's business, that it has no right or claim to any interest in the Goods to secure any liquidated or unliquidated debt or obligation that Lincoln owes to the Buyer.
 - that it cannot claim any lien over the Goods.
 - to not create any absolute or defeasible interest in the Goods in relation to any third party except with Lincoln's prior written consent.
 - to provide Lincoln access to the premises where the Goods are stored to enable Lincoln to inspect and/or seize the Goods.
 - to:
 - not allow any person (other than Lincoln) to have or acquire any security interest in the Goods;
 - insure the Goods for their full insurable value or replacement value (whichever is higher) with an insurer licensed or authorized to conduct the business of insurance in the place where the Buyer carries on business and provide relevant agreement to Lincoln;
 - not remove, deface or obliterate any identifying mark or number on any of the Goods.

6. LIABILITY

- To the fullest extent permitted by the applicable law, any liability of Lincoln to the Buyer and any other third party including but not limited to the liability for special, consequential or incidental damages or for breach of any term, condition, warranty, undertaking, inducement, guarantee or representation whether express, implied,

statutory or otherwise relating to these terms and conditions or to the Goods or Services shall be limited, at Lincoln's option, to any one or more of the following:

a. If the breach related to the Goods:

- the replacement of Goods or the supply of equivalent Goods;
- the repair of the Goods;
- the payment of the cost of replacing the Goods or acquiring equivalent Goods;
- the payment of the cost of having the Goods repaired,

b. If the breach related to the Services:

- the supply of the Services again;
- the payment of the cost of having the Services supplied again.

• To the fullest extent permitted by the applicable law, Lincoln will under no circumstances be liable to the Buyer for any loss, damage or expense, sustained or incurred by the Buyer or any other party, whether direct or indirect, special, consequential, incidental or punitive losses or damages whether in contract, tort (including without limitation negligence), equity, under statute or on any other basis, and whether or not such loss or damage was foreseeable. The term "consequential damages" shall include, but not be limited to, economic loss including actual or anticipated profits, business interruption, loss of use, revenue, reputation and/or data, costs incurred, and loss or damage to property or equipment.

6.1 Liability of Delay

All delivery times quoted are the best estimates based on those provided by Lincoln's various suppliers. Lincoln will endeavor reasonable efforts to ensure supply of all Goods and Services of schedule, but will not be responsible for delay outside Lincoln's control and will have no liability in the matter including consequential losses.

7. ADDITIONAL COSTS

Unless otherwise agreed by Lincoln and Buyer, the following terms and conditions shall be applicable to define additional costs associated with the purchase of Goods and/or Services:

Insurance To be arranged or ordered by the Buyer

Testing and Certification

Lincoln will provide testing and certification when indicated on Buyer's Purchase Order.

- 2.2 PCR is free of charge
- 3.1.B PCR will be charged at cost (depending on requirements)

- Quality Certificate according to GOST – free of charge
- Additional testing can be provided after ordered by the Customer for additional cost depending on the type and volume of testing

Documents for Export/Import – on demand

Inspection of Goods before shipment

Inspection of goods before shipment, required by importer's country or importer of the goods, must be arranged by and at importer's charge.

Export Charges

Fumigation

Cost of fumigation (including fumigation certificate) is on request (since it depends on load of Goods to fumigate)

Legalization & Translation of documents through Consulate and/or Embassy. Cost is on request

Transportation

Transportation from Lincoln's Factory to berth or airport (per request)

Packaging

- No additional charges for standard pallets with plastic wrap
- Alternative boxes, pallets or packaging - per request
- Wood certification is available on request

8. WARRANTY

Lincoln warrants to the customers of all new welding and cutting equipment (collectively called the "Products") that it will be free of defects in workmanship and material. This warranty is void if Lincoln or its Authorized Service Facility finds that the equipment has been subjected to improper installation, improper care or abnormal operations.

Warranty Period (1)

The Distributor will assume both the parts and labor expense of correcting defects during the full warranty period.

All warranty periods start from the date of purchase by the distributor or, in case of MGM direct sales, first end-user and are as follows:

• 3 Years

All Lincoln welding machines and wire feeders unless listed below.

• 2 Years

Welding machines Invertec, Speedtec, welding machines and equipment for plasma cutting as written below:

Invertec® 135S -150S and 170S, Invertec® V205S_2V, Linc 405S&SA, Linc 635S&SA, Invertec® V160T&TP, Invertec® V205TP_2V, Invertec® V270T&TP, Invertec® V405TP, Invertec® V205T AC/DC, Invertec® PC208, Invertec® PC210, Speedtec® 180C, Speedtec® 200C, WELDPAK2000, Coolarc 20, Coolarc 30, Coolarc 34, Coolarc 35

• 1 Year

- VRTEX® 360, VRTEX® Mobile and VRTEX® Engage, Real Weld, Coolarc 40 (does not include items listed under 90 days guarantee);
- All inverter PowerCraft machines;
- Robots for welding and cutting, controllers for robotic systems;
- All fume extraction equipment, including portable and central units and accessories (does not include consumable items listed under 30-days warranty);
- Bester branded machines
- All stick electrodes, welding wire and flux, provided that the storing and handling conditions recommended by the factory have been followed;
- All welding and cutting accessories, wire feed modules, undercarriages, field installed options that are sold separately, unattached options, welding supplies, standard accessory sets, replacement parts, and Magnum products. (Does not include expendable parts and guns/torches listed under 90 and 30 day warranty).

• 90 Days

All gun and cable assemblies, TIG and Plasma torches and spool guns.

• 30 Days

- All consumable Items that may be used with the environmental systems described above. This includes hoses, filters, belts and hose adapters.
- Expendable parts - Lincoln is not responsible for the replacement of any expendable part that is required due to normal wear. These are listed in section PT - Parts.
- All software.

Conditions of Warranty (2)

Unless there is a different agreement with your regional responsible Lincoln organization, the distributor will be responsible for all warranty claims and product services for standard welding equipment in consideration of a warranty fee in case the sales are:

- a) made by the Distributor and by any of its sub-distributors;
- b) made by the relevant Lincoln Europe Entity for which Distributor has been credited a warranty fee. Unless there is a different agreement with your regional responsible Lincoln organization Lincoln will pay the distributor an amount equal to one percent (1%) of the net invoiced sale by the relevant Lincoln Europe Entity of Lincoln Products and/or specified welding equipment to cover these warranty expenses.

The amount will be shown on invoices for the welding equipment as a deduction and identified as a warranty fee. This payment is to be in lieu of and to discharge any responsibility of Lincoln for warranty claims and product services by the Distributor or its customers arising from the sale of Lincoln equipment purchased from the relevant Lincoln Europe Entity by the Distributor.

P.C Boards are handled in a different manner. Lincoln's standard warranty on P.C. Boards is extended to our distributors in the foreign field. P.C. Boards removed from machines that are under warranty may be returned to Lincoln Electric. If Lincoln Electric find that a P.C. Board is defective because of defective workmanship, defective design or defective parts from the vendor, we will either replace the P.C. board free of charge or issue a credit to the distributor account at the distributor costs of the subject P.C. board.

If a replacement board is requested, it may be sent with the next load of material that goes to that particularly destination. If it is found that the P.C. Board is not defective, then it will be returned to the destination in the same manner noted above. If the P.C. Board is defective due to something that happened to the machine in service that is the user's fault or responsibility, the particular representative who sent the P.C. Board will be notified that the board was damaged but is not covered under warranty. That particularly board will then be scrapped.

Warranty Limitations:

Lincoln will not accept responsibility or liability for repairs made outside of a Lincoln Authorized Service Facility. Lincoln's liability under this warranty shall not exceed the cost of correcting the defect of the Lincoln product.

Lincoln shall be liable only for actual direct damage from the faulty non-performance or improper performance of its obligations hereunder or inadequate quality of the Product. Under no circumstances shall Lincoln be liable for incidental or consequential damage, loss of profit or business and other indirect damage suffered by the Buyer or third parties due to the purchase or use of the Products or their quality and specifications.

The amount of damage to be reimbursed by Lincoln to the Buyer shall not exceed the purchase price paid by the Buyer for the Product that has caused the reimbursable damage hereunder.

This written warranty is the only express warranty provided by Lincoln with respect to its product. Warranty implied by law, such as the warranty merchantability, are linked to the duration of the limited warranty for the equipment involved. This warranty gives the Buyer specific legal rights.

The Buyer may also have other rights, which may vary, from region to region.

- 1) All engines and engines accessories are warranted by the engine manufacturer and are not covered by this warranty (see below).
- 2) Contact the plants for the official warranty reports.

(*) Statement of Limited Warranty

Engine warranty coverage period

- Begins on Date of Purchase by End User
- Removal and Replacement of Engine is Covered By Engine Manufacturer*

Engine Manufacturer Coverage

- Perkins · One Year** on Parts & Labor. Two years major components – all models world-wide.
- Kubota · One Year** or 1000 Hours***
- Deutz · One Year** (Extension Available)

Notes:

* Time allowed is a local determination. Engine manufacturers require pre-approval for work having unusual circumstances. Contact local distributor for initial assistance.

** Transferable from first owner to subsequent owners within warranty period.

*** Whichever comes first

WARRANTY CLAIM PROCESS

The Buyer must contact Lincoln Electric within the applicable warranty period about any defect claimed under this warranty. Lincoln Electric may direct the Buyer to one of Lincoln Electric's Authorized Service Facilities.

Determination of warranty on welding and cutting equipment will be made by Lincoln Electric or one of Lincoln Electric Authorized Service Facilities as directed by Lincoln Electric.

At Lincoln Electric's request, the Buyer must return to Lincoln Electric or Lincoln Electric Authorized Service Facility, at the Buyer's cost, any Goods claimed defective under this warranty, or permit Lincoln Electric or Lincoln Electric Authorized Service Facility to inspect the Goods at the Buyer's premises.

To the fullest extent permitted by the applicable law, Lincoln Electric may at its absolute discretion repair or replace the Goods at its own premises or at such other premises as Lincoln Electric may designate provided that all freight charges to and from Lincoln Electric's premises or such other premises as Lincoln Electric may designate shall be paid by the Buyer.

If Lincoln Electric or Lincoln Electric Authorized Service Facility confirms the existence of a defect covered by this warranty, the defect will be corrected by repair or replacement at Lincoln Electric's option.

9. CUSTOMER ASSISTANCE POLICY

The business of the Lincoln Electric 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, Buyers may ask Lincoln Electric for advice or information about their use of our products. We respond to our customers based on the best information in our possession at that time.

Lincoln Electric is not in a position to warrant or guarantee such advice, and assumes no liability with respect to such information or advice. We expressly disclaim any warranty of any kind, including any warranty of fitness for any customer's particular purpose with respect to such information or advice.

As a matter of practical consideration, we also cannot assume any responsibility for updating or correcting any such information or advice once it has been given, nor does the provision of information or advice create, expand or alter any warranty with respect to the sale of our products.

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 this type of fabrication methods and service requirements.

10. LITIGATIONS

In the event of any dispute relating to or arising out of this Agreement, the Parties hereto shall use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

If the dispute was not settled through negotiations within 15 calendar days following a written notice by one Party to the other, the dispute, upon mutual decision of the Parties, shall be referred to the court at the location of the plaintiff to be handled in accordance with the Russian legislation. The judgement of the court shall be binding to both Parties and shall be enforced in accordance with the applicable laws.

11. PERSONAL DATA

As a result of the modification of the European Personal Data Protection Laws, especially the new Regulation concerning the Protection of Personal Data (GDPR), LINCOLN ELECTRIC has revised its Personal Data Protection Policy. To the extent that the agreement between the Buyer and the Supplier is based on a Commercial Contract, the categories of Personal Data collected and transferred by our Company with the purpose of fulfilling our legal and/or contractual obligations are limited to the contact data of the sale representatives and some members of the Management. Each Party agrees to process the Personal Data that was transferred by the other Party only with the purpose of performing the present Agreement and / or general business relationships, in compliance with the obligations established through the GDPR Regulation. Our Privacy Policy, full document that can be accessed here: Privacy Policy (lincolnelectric.com), specifies the manner in which Lincoln Electric can collect, access, use and share Personal Data in connection to its business relationships and activities. This Policy also establishes your rights in connection to Personal Data.

The Buyer confirms that he has received from his employees, other individuals involved in the conclusion, execution, modification, termination of obligations under agreement, consent to the processing of their personal data by the Supplier in accordance with the requirements of the current legislation of the Russian Federation.

All claims that may arise from employees, other individuals involved in the conclusion, execution, modification, termination of obligations under agreement concerning the processing of their personal data, the Buyer undertakes to settle on its own and at its own expense. The Supplier undertakes to comply with the requirements of the current legislation of the Russian Federation when processing personal data provided to him by the Buyer.

In the event of a change in the list of employees, other individuals involved in the conclusion, execution, modification, termination of obligations under agreement, the Buyer is obliged to obtain written consent from these individuals for the processing of their personal data by the Supplier.

12. INTELLECTUAL PROPERTY

The Supplier has exclusive rights for intellectual property rights (including trademarks, licenses, commercial brands, commercial secrets, etc) and the Buyer will not have any right over them. Neither of the present General Sale Terms and Conditions can be interpreted as granting of licenses or other rights to use the intellectual property rights of the Supplier for other purposes.

13. LAW COMPLIANCE AND ETHICS

The Buyer has the obligation to comply with the applicable laws and regulations inside the relationships with the Supplier or Third Parties and Distributors / Reseller have the obligation to comply with the applicable laws and regulations concerning the sale or resale of the Supplier's Products. This includes, but is not limited to compliance with all "Anti-Corruption" Laws, irrelevant if it is active or passive corruption, private sector or public sector corruption, bribery or influence peddling. The Buyer agrees not to sell LINCOLN ELECTRIC Products intended for export to any entity or country inside which export activities are forbidden according to US Laws concerning export control (currently Cuba, Iran, North Korea, Sudan and Syria) or Products intended for use in manufacturing nuclear, chemical or biological weapons, as well as rocket applications. The Buyer undertakes the obligation to comply with the European Regulations and Policy concerning the export of Products with multiple use, available at the following link: http://ec.europa.eu/trade/import-and-export-rules/export-from-eu/dual-use-controls/index_en.htm. Generally, the Buyer must comply with all the applicable sanction schemes and regulations concerning export, re-export and commerce control.

The Buyer must engage in fair, honest and ethical business activities. The Buyer agrees to comply with the Business Ethics Code implemented by Lincoln Electric Group (a copy of the document can be found on the website of Lincoln Electric: www.lincolnelectric.com) both inside the relationship with the Supplier, as well as inside the relationship with Third Parties in order to sale Supplier Products / Equipment.