

Article 1: Overview

The General Terms and Conditions of Sale (GTC) described hereinafter set forth the rights and obligations of LEF and its customer in connection with the sale of products, processes, systems, solutions and related services for welding and cutting equipment. All the services offered by LEF are directed at business customers. GCS may be negotiated by any client who request it expressly. Negotiation of any clause shall be state in writing in Particular Conditions of Sale previously to any order. In the absence of customer's reserve, by any means, before the reception of the LEF confirmation of order, GCS shall apply. Pursuant to article L441-6 Of french commercial code, GCS form the only basis of all commercial negotiation and shall prevail on Customer General Conditions of Purchase. The offers, research, documents and any kind of information provided by LEF, other than publicity leaflets and user instructions, shall remain the property of LEF and they shall be deemed to be confidential. They shall not be forwarded to third parties or used by the customer for purposes other than the use of the relevant product supplied, without LEF's written authorization.

Article 2: Order

Orders shall be final once received in writing by LEF and when GCS are negotiated or expressly accepted. Any order cancellation on the part of the customer shall be subject to a cancellation fee, which may vary depending on the type, size and progress status of Order. Orders shall not be amended without LEF's prior consent.

Article 3: Price

Except for spare parts orders, orders with a minimum amount of 100 euros excl. taxes shall not be fulfilled by LEF. A standard order processing fee of 30 euros excl. taxes shall be charged to the Customer for orders with a total amount between 100 euros excl. taxes and 500 euros excl. taxes.

The prices of the products sold shall be those in force on the date of ordering. For catalogue items that are deliverable when available or within a short time, the prices that apply shall be those at LEF's current rates, excluding packaging. They shall be expressed in euros and calculated net of VAT. For other items, the prices shall be set in accordance with the Parties' written agreement. For export, unless otherwise stipulated, prices shall be deemed to be CIP. LEF grants itself the right to amend its rates at any time. However, it undertakes to invoice the items ordered at the prices stated when the order is logged. Recycling costs (collection): In accordance with Article R 543-172 and following ones of French Environmental Code, LEF shall invoice the cost of collecting waste and shall show the relevant cost on the invoice. The customer shall be responsible for taking the equipment or used material to the collection points.

Article 4: Delivery

Delivery shall be effected by providing the products directly to the customer or by delivery to the place stated by the customer on the purchase order.

The delivery deadline stated at the order confirmation shall be intended for guidance purposes alone, and shall not be guaranteed in any manner whatsoever. Accordingly, any delay in delivering the products shall not entitle the customer to damages nor shall it entitle it to cancel the order. Any request to extend the delivery deadline stated by the customer shall be subject to LEF's prior consent and to invoicing for the costs arising therefrom, on the same basis as late-payment interest to be applied to the value of the order, excluding taxes. The carriage risks shall be bear in full until delivery by the party who assumes responsibility for carriage. For export sales, transfer of risk shall be linked to Incoterms chosen. In the event that products go missing or are damaged in transit, the customer shall express all the necessary reservations on the delivery note when it receives said products. Said reservations shall also be confirmed in writing by registered letter with acknowledgement of receipt send to the carrier, within three days of the delivery.

A claim for a delivery that does not comply with the order must be made immediately to LEF and confirmed in writing within eight days of receipt of the goods. If no claim is made, LEF shall be released from any obligation towards its customer. Except customer express refusal, LEF may, at its option, carry out partial deliveries.

Article 5: Force majeure

No party shall not be held liable from a case of force majeure. In that respect, force majeure shall mean any unforeseeable and irresistible event. In such case, contractual obligations shall be suspended until event termination unless the delay or the definitive characters of the event justified the order resolution.

Article 6

Terms and conditions of payment

For export customers, unless otherwise stipulated, invoices for catalogue items shall be payable in cash on delivery, net and without any discount as stipulated in the order or by bank transfer, or by irrevocable, confirmed letter of credit, under the terms and conditions stipulated in the order or by documentary remittance. The delay to pay any invoice shall not exceed 45 days from the date of issuance of such invoice.

Deferment of the payment date, failure to return the bill on the due date, failure to pay a single bill or invoice shall result in an event of default which shall render any monies owed to LEF, even those that are not yet payable, immediately payable. In the event of failure to pay on the due date, the customer will be automatically subject to a penalty equivalent to the applicable legal interest rate plus 3 points, on the monies owed, without prejudice to the payability of the debt and LEF's rights of recourse. Besides, a fixed compensation of 40 € will be borne by the customer for recovery costs. If these charges should be superiors, LEF could charge a superior compensation for the real amount of recovery costs, on justification. Customer is not allowed to offset without the prior consent of LEF. All payment should be received from the customer legal entity which passed the order.

Article 7: Retention of title clause

LEF shall retain title to the products being sold until the price - principal and ancillary costs - has been paid in full. In that respect, if the customer is placed subject to court-ordered administration or liquidation proceedings, LEF reserves the right to claim the products it has sold and for which it has not received payment in the context of the insolvency proceedings.

Article 8: Warranty

The warranty given by LEF shall apply to all part of manual or automatic equipment. Said warranty shall apply to all parts that are acknowledged to be faulty as a result of a defect in manufacturing, assembling or raw material. Transport cost for the return of products are bear by the customer. The warranty shall cover the repair or replacement of defective parts by LEF, at its expense. The defective parts that are replaced shall be the property of LEF. The warranty shall not apply to improper use, failure to maintain or supervise, negligence, modifications or repair using parts that are not intended for the model, nor to parts that are not manufactured by LEF not wearing parts.

Duration of this contractual warranty is as stated in commercial documentation or on company's web site, and depends on type of product; the warranty period start from the invoice issued by LEF.

In the absence of specific written stipulations, LEF no guarantee any result or product's performance.

Article 9: LEF's liability. Damages

LEF's liability shall be strictly limited to the obligations set forth above. In the event that LEF is held liable, only material and direct damage, in the limit of amounts paid by customer, could be compensate. In no case immaterial and/or indirect damage, as loss of profit, loss of production, loss of image, will not be supported.

Article 10: Proprietary Rights

All right, title and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets..) embodied in the products, packaging and documentation, shall belong solely and exclusively to LEF, and the customer shall have no rights whatsoever in any of the above. Nothing in these Conditions of sale may be construed as a grant of any license or any other right to use any of the Intellectual Property of LEF for any purpose whatsoever.

Article 11: Code of conduct/ restrictive sales:

Customer undertakes to respect the Lincoln Electric Group (to which LEF belongs) Code of Conduct available on the following link: <http://pbx.corporate-ir.net/External.File?item=UGFyZW50SUQ9MTk1MTE1fENoaWxkSUQ9LTF8vHlwZT0z&t=1>

Dual Use: Customer undertakes to respect the European Trade Policy and Dual-Use Export Regulations (http://ec.europa.eu/trade/import-and-export-rules/export-from-eu/dual-use-controls/index_en.html). **Prohibited parties:** Direct or indirect sales are strictly forbidden to the following countries: Iran, North Korea, Cuba, Sudan and Syria.

Restrictive measures: a) The Customer shall perform its obligations under the General Conditions of Sale in full compliance with all Sanctions Regime, the (re-)export and other trade controls and regulations, including the laws of the European Union and of the United States of America. The Customer shall not sell, export, re-export or transmit, directly or indirectly, any goods, [software or technology] obtained by LEF under the General Conditions of Sale to any destination or person if such sale, export, re(export), transfer is prohibited or restricted by the Sanctions Regime, the (re-)export and other trade controls and regulations, including the laws of the European Union and of the United States of America.

(b) The Customer represents and warrants that at the effective date no export and other foreign trade control or other Sanctions Regime controls hinder or prevent the Customer from performing its obligations under the General Conditions of Sale. The Customer must as soon as possible notify the LEF of any change in these export and other foreign trade controls which may hinder or prevent the Customer from performing its obligations under the General Conditions of Sale and keep LEF informed of subsequent developments concerning this change. (c) Any violation of this clause shall be a material breach of the General Conditions of Sale and of the contractual relationship with the LEF. (d) The Customer shall cause these obligations to be imposed on any party to which products under the General Conditions of Sale are sold, exported, re(exported), transmitted for the purposes of complying with its obligations under these General Conditions of Sale, and to obtain from such party end-user statement certificates. (e) Upon request of the LEF, the Customer shall provide LEF with the end user certificates in order for LEF to perform ex post control of the end users. For the purposes of this clause, Sanctions Regime shall mean any law or regulation of any applicable jurisdiction which relates to any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by a sanctioning authority, including a national government, the United Nations Security Council or the European Union or the United States of America (or any of its member states). **Anti-corruption:** The customer undertakes to respect the applicable laws and regulations in performing its obligations particularly regarding anti-corruption laws.

Article 12: Termination or Suspension Clause : LEF shall be exempted from the performance of any of its obligations under or in connection with the purchase order and the General Conditions of Sale, if and to the extent that such performance is in violation of or otherwise inconsistent with (a) any legislative or regulatory provision affecting the LEF's ability to perform or (b) any contractual obligation of LEF or any of its affiliates having a negative effect on the LEF's or any of its affiliates' funding agreements or ability to raise funding in the EU, the US or the UK, or the Group's ability to preserve US-based shareholders or causing the Group's entities to be barred from contracting with state or local government in the United States of America. The obligations of the purchase order and the General Conditions of Sale shall be suspended or terminated, as notified by the LEF and to the extent required by the provisions and the obligations mentioned above under (a) and (b), notwithstanding any other provision in these General Conditions of Sale. LEF shall provide the Customer with reasonable evidence, such as an official notice or a legal opinion, of the legal impediments occurrence or continuation upon receipt of the Customer's written request and shall notify the Customer in a timely manner after the conditions to resume performance are met in accordance with this provision.

Article 13: Disputes

Any dispute relating to the interpretation and performance hereof shall be governed by French laws. If the dispute cannot be resolved out of court, it will be referred to the Commercial Court (Tribunal de commerce) of Paris.