

THE ESAB GROUP, INC.

Terms and Conditions of Sale

1. This is an offer ("Offer") by ESAB to sell to Buyer the goods identified on the face hereof or in documents incorporating this Offer by reference (the "Goods"). Acceptance by Buyer of this Offer, which, upon acceptance, constitutes the contract for ESAB to sell and Buyer to buy the Goods, is expressly and exclusively limited to these terms, conditions and limitations. Buyer can reject this Offer by not ordering Goods, and Buyer will accept this Offer by ordering or receiving Goods. This Offer does not constitute an acceptance by ESAB of any offer or counteroffer of Buyer and serves as a written rejection of any additional, different, or inconsistent terms, conditions or limitations contained in or incorporated by reference in any forms, purchase orders or other documents of Buyer that already have been or hereafter shall be presented to ESAB with respect to this Offer. If, notwithstanding the foregoing, this Offer is deemed by a court, arbitrator or other Third Party with binding legal authority over the enforcement of this Offer to be an acceptance of an offer or counteroffer by Buyer, that acceptance is expressly made conditional on Buyer's assent to the terms, conditions and limitations set forth in this Offer and waiver of the terms, conditions and limitations set forth by the offer or counteroffer of Buyer. In any case, upon acceptance by Buyer, this Offer constitutes the entire agreement between ESAB and Buyer with respect to the matters specified in this Offer and supersedes all of their prior and contemporaneous agreements and understandings, negotiations, inducements, representations or conditions, whether oral or written, whether express or implied, with respect to such matters. The terms, conditions, and limitations set forth in this Offer can be modified, altered, or added to only by a subsequent written instrument signed by an authorized representative of ESAB. Failure by ESAB to enforce any of the terms, conditions and limitations of this Offer shall not constitute a waiver of those terms, conditions and limitations or a waiver of any other terms, conditions or limitations in this Offer, and the failure of ESAB to exercise any right arising from default of Buyer or otherwise shall not constitute a waiver of that right or any other rights. No inconsistent course of dealing or course of performance between ESAB and Buyer, or usage of trade or industry custom, if any, prior to, contemporaneous with or subsequent to the making of this Offer shall waive, vary, serve to explain or serve to interpret any of the terms, conditions and limitations of this Offer.
2. As used in this Offer, "ESAB" means The ESAB Group, Inc., a Delaware corporation and all of its affiliates as they may exist from time to time. For purposes of the limitations of liability and remedies set forth by Section 11 of this Offer and the indemnification provisions set forth by Section 12 of this Offer, "ESAB" shall include, where appropriate, all directors, officers, employees, agents, and representatives of ESAB. "Buyer" means the party purchasing the Goods, including any affiliates, as they may exist from time to time. "Third Party" means every person, government entity, or other entity other than ESAB and Buyer. Whenever a term defined by the South Carolina Uniform Commercial

Code ("Code") is used in this Offer, the definition contained in the Code shall control its meaning.

3.

- a. Unless otherwise specified on the face of this Offer or agreed to by ESAB in writing, prices individually proposed by ESAB or set forth in its price schedule at the time of the Offer shall be ESAB's valid offered sales prices for the Goods, provided that ESAB reserves the right to change the price of any Good prior to shipment. ESAB also has the complete and absolute discretion to modify or to discontinue any goods, including the Goods, at any time. Requests for additional goods cannot be accepted as part of this Order after any portion of this Order has been processed. ESAB reserves the right to limit the quantity of Goods supplied under this Offer on the basis of availability.
 - b. Unless otherwise specified on the face of this Offer or agreed to by ESAB in writing, payment terms are Net 30 days from the date of invoice, and ESAB may assess a 1.5% per month late charge or the maximum late charge permitted by applicable law, if less, on past due payments for Goods. All prices for Goods shall be paid in U.S. currency. In the event of anticipatory breach of this Offer by Buyer, if Buyer fails to make timely payment for any order of any goods, including the Goods, from ESAB, or if ESAB has any doubts at any time regarding Buyer's ability to pay its costs and expenses as they accrue, ESAB may (a) require full or partial payment in advance for any goods, including the Goods, or (b) cancel any further deliveries on any orders of goods, including the Goods, except upon receipt of cash or satisfactory security. If pursuant to this provision, ESAB shall defer any shipments or cancel in whole or in part the delivery of the Goods under this Offer, Buyer shall be liable for and reimburse ESAB for all losses, expenses, and damages, including any and all direct and consequential damages, incurred by ESAB as a result of the deferral or cancellation.
 - c. For all Goods shipped to Buyer locations in the United States of America ("U.S."), orders received with less than a published net price value of \$50.00 will be invoiced at the minimum order value of \$50.00. For export customers, orders received with less than a published net price value of \$100.00 will be invoiced at the minimum order value of \$100.00.
4. Unless otherwise specified on the face of this Offer, the purchase price of the Goods does not include transportation taxes and sales, use, excise, import or any similar tax or other governmental charge arising in connection with the sale, purchase, manufacture, processing, fabrication, delivery, storage, use, consumption, or transportation of the Goods. The amount of any transportation taxes, and any present or future sales, use, excise, import or any similar tax or other governmental charge applicable to this Offer and to the sale and/or furnishing of the Goods shall be deemed extra charges and shall be invoiced to and paid by Buyer.
5. For all Goods shipped to Buyer locations in the U.S., Article II (Shipping & Delivery), Article III (Cancellations), Article IV (Packaging), Article V (Test Charges), and Article VI (Returns for Equipment and Filler Materials) of ESAB's Authorized Distributor Terms & Conditions of Sale are hereby incorporated herein by reference and made a part hereof. For all Goods shipped to Buyer

locations outside of the U.S., the Sections of ESAB's International Terms and Conditions Policy entitled "Handling Fee," "Ocean Shipments," "L/C Terms and Conditions," "Commissions on Indent (Agency) Sales of Welding Equipment and Filler Metals," "Commissions on Indent (Agency) Sales of Cutting Equipment," "Cancellation Charge for Special Customer Ordered Products (SCO), Non-Catalog, Non-Price List, or Non-Inventory Items (e.g., 50 Hz power supplies)," "Value of Shipments," "Hazardous Materials" and "Saleable Goods" are incorporated herein by reference and made a part hereof.

6. ESAB shall not be liable for its failure to perform under this Offer due to circumstances beyond its control, including, without limitation, fire, flood, earthquake, pestilence or similar catastrophe; war, act of terrorism, or strike; lack or failure of transportation facilities, shortage of suitable parts, materials or labor; any existing or future law, proclamation, or order of any governmental agency; inability to secure fuel, materials, supplies, equipment or power at reasonable prices or in sufficient amounts; act of God or the public enemy; or any other event or cause beyond ESAB's reasonable control, including, without limitation, any delay caused by Buyer (each, a "Force Majeure"). If any Force Majeure prevents ESAB's performance of any of its obligations under this Offer, ESAB shall have the right to (a) change, terminate or cancel this Offer or (b) omit during the period of the Force Majeure all or any portion of the quantity of the Goods deliverable during that period, whereupon the total quantity deliverable under this Offer shall be reduced by the quantity omitted. If due to any Force Majeure ESAB is unable to supply the total demands for any Goods to be delivered under this Offer, ESAB shall have the right to allocate its available supply among its customers in whatever manner ESAB deems to be fair and equitable. In no event shall ESAB be obligated to purchase materials from other than its regular sources of supply in order to enable it to supply Goods to Buyer under this Offer. No change, cancellation or proration by ESAB shall be deemed to be a breach of any provision, term, condition, or covenant of this Offer.
 - a. Shipping dates are provided to Buyer on the basis of ESAB's best estimate for informational purposes only and are not guaranteed.
 - b. Unless otherwise specified on the face of this Offer, all domestic deliveries of the Goods shall be F.O.B. ESAB's shipping point, and all international deliveries of the Goods shall be Ex Works per the International Chamber of Commerce's INCOTERMS 2000. Risk of loss for all of the Goods and responsibility for insurance coverage therefore shall pass to Buyer upon ESAB's delivery to the point of shipment or upon tender to Buyer's agent, as the case may be.
 - c. Unless otherwise specified on the face of this Offer, ESAB may, at its discretion, use any commercial carriers for shipment of the Goods. ESAB will use reasonable efforts to comply with Buyer's requests as to method and route of transportation, but ESAB reserves the right to use an alternate method or route of transportation, whether or not at a higher rate.
 - d. Buyer shall pay all insurance costs in connection with delivery of the Goods, if any, and be responsible for filing and pursuing claims with carriers for loss or damage in transit, unless these obligations are assumed expressly in writing by ESAB.

- e. Unless otherwise specified on the face of this Offer or agreed to by ESAB in writing, Buyer shall be responsible for obtaining all necessary transportation licenses and permits for the Goods at Buyer's sole expense.
 - f. If Buyer is unable to receive the Goods when they are tendered, Buyer shall be liable to ESAB for any losses, damages, or additional expenses incurred or suffered by ESAB as a result of Buyer's inability to receive the Goods when they are tendered.
 - g. For all Goods shipped to Buyer locations in the U.S., claims for shortages or discrepancies will be waived by Buyer unless made in writing within ten (10) days of receipt of shipment. For all Goods shipped to Buyer locations outside of the U.S., claims for discrepancies in part number or quantity received versus part number or quantity shown on the packing list must be received by ESAB within sixty (60) days of the Goods' shipping date. Otherwise, the Goods will be considered "received as listed on the packing list" and the shipment complete.
7. ESAB hereby warrants that the Goods manufactured by ESAB and delivered under this Offer will, at the time of delivery, be free from significant defects in workmanship or material and conform to any description of the Goods made on their containers or labels. The warranty for each Good will extend for the applicable warranty period for each Good that ESAB may state from time to time in its Authorized Distributor Terms and Conditions of Sale, which periods are incorporated herein by reference and made a part hereof. To the extent that any Good identified hereby incorporates parts and materials manufactured by ESAB and parts and materials manufactured by Third Parties, ESAB makes the warranties set forth in in this Section 8 only with respect to the parts and materials of the Good manufactured by ESAB. ESAB's warranty on any Goods that are not manufactured by ESAB and any parts and materials incorporated into Goods delivered under this Offer that are not manufactured by ESAB is limited to extending to Buyer any warranty offered by the original manufacturer with respect to that Good, part or material to the extent that the warranty is assignable. The warranties specified in this Section 8 do not cover any Goods that have been altered or subjected to misuse or accident, or improper installation, maintenance, or application.
8. **EXCEPT AS SPECIFIED IN SECTION 8 ABOVE, ESAB HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY CONTRACT, AT LAW, IN EQUITY, BY STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY AGAINST REDHIBITORY DEFECTS, AND ANY WARRANTY AGAINST PATENT, COPYRIGHT, TRADEMARK, TRADE NAME, TRADE SECRET INFRINGEMENT AND ANY OTHER TYPE OF INTELLECTUAL PROPERTY RIGHT INFRINGEMENT UNDER THE LAWS OF ANY NATION, INCLUDING, WITHOUT LIMITATION, THE LAWS OF THE U.S..**
9. Notwithstanding any other remedies made available by the Code, ESAB's obligations with respect to any Good subject to warranty under Section 8 shall be limited at ESAB's option to (a) the repair or replacement of the defective components or parts of the Good, or (b) the refund of ESAB's actual sale price of

any Good that ESAB reasonably determines, upon its examination following its receipt of notice of a claimed defect or deficiency, to have been defective or to have failed to conform to the description on its container or label when it left ESAB's possession. Returned goods shall be at Buyer's risk and expense. The remedies hereby provided shall be the sole and exclusive remedies of Buyer with respect to any breach of the warranty in Section 8 hereof, and ESAB authorizes no other person, including Buyer, to assume for it any other obligation or liability in connection with any Good. ESAB's obligations for any breach of the warranty in Section 8 hereof shall be void unless ESAB receives written notice of the alleged breach within forty-five (45) days after Buyer has knowledge of such breach. For all Goods shipped to Buyer locations in the U.S., Sections B and C of Article VIII of ESAB's Authorized Distributor Terms and Conditions of Sale are hereby incorporated herein by reference and made a part hereof. For all Goods shipped to Buyer locations outside of the U.S., the "Returned Goods Policy and Warranty Repair Procedure" set forth in ESAB's International Terms and Conditions Policy is hereby incorporated herein by reference and made a part hereof. These sections set out the provisions governing the return of any Goods for warranty service.

10. ESAB's total liability to Buyer and any Third Parties with respect to the Goods (whether as to Goods delivered or for delayed delivery or for non-delivery of Goods and whether the claim is based on warranty, on contract, on negligence, on tort, on strict liability, on products defects or otherwise), shall not exceed the amount of the purchase price of the Goods with respect to which the claim is made, and ESAB is hereby released from any claim in excess of the aggregate purchase price of those Goods. **IN NO EVENT SHALL ESAB BE LIABLE TO BUYER FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL, CONTINGENT, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, MATERIAL, PUNITIVE, SPECIAL, SPECULATIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR REVENUES, LOST BUSINESS OR BUSINESS INTERRUPTIONS ARISING IN ANY MANNER IN CONNECTION WITH THIS OFFER AND THE SALE, DELIVERY AND USE OF THE GOODS.**

Without limiting the generality of the foregoing, Buyer assumes any and all risks and liability for the results obtained by use of the Goods in combination with any other equipment or materials or in the practice of any process, whether in terms of operation costs, general effectiveness, success or failure.

11. Buyer hereby agrees to indemnify, defend and hold harmless ESAB from and against any and all damages, liabilities, losses, costs, expenses and fees (including reasonable attorneys' fees and court costs), including, but not limited to, all losses related to property damage, loss of profits or revenues, loss of use of any property, cost of capital, cost of purchased or replacement goods or temporary equipment, personal or bodily injury, or death for any suits, claims, counterclaims, demands, judgments and other actions (each, a "Claim") , regardless of whether a Claim is based on theories of contract, tort, negligence, strict liability, warranty, indemnity, contribution, statute, or otherwise, including without limitation, all Claims relating to injury to and/or death of any and all persons and for loss of and/or damage to property arising from or in connection with (a) Buyer's efforts to promote, market, sell and distribute the Goods, including, without limitation, any negligent, reckless or wanton acts or omissions of its employees, representatives and agents arising in connection with or

pursuant to those sales efforts, (b) the use, handling, repair, alteration, adjustment, operation or modification of the Goods by any of Buyer's employees, representatives or agents, and (c) any claims of patent, trademark or other intellectual property infringement for Goods manufactured in accordance with Buyer's specifications. Buyer's obligation to indemnify, defend and hold harmless ESAB extends to instances where ESAB is alleged or found to be negligent. For any Claim with respect to which it has an indemnification right under this Section 12, ESAB shall have the option to defend such Claim with counsel of ESAB's own selection at the sole cost and expense of Buyer. If ESAB, at its option, chooses to defend a Claim, Buyer agrees to cooperate with and assist ESAB in its defense in whatever reasonable ways ESAB chooses.

12. Any term or provision of this Offer held to be invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof.
13. The validity, interpretation and performance of this Offer shall be governed by the laws of South Carolina, without reference to any conflicts of law provisions of South Carolina and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods . Buyer expressly submits to the exclusive jurisdiction of the state and/or Federal courts located in Florence, South Carolina with respect to all lawsuits arising under or in connection with this Offer. Buyer hereby consents to extra-territorial service of process with respect to all lawsuits arising under or in connection with this Offer and waives any defenses pertaining to the inconvenience of that forum. In the event of litigation pertaining to, arising under or in connection with this Offer, Buyer hereby waives any right that it may have to a jury trial of any or all of the issues that may be raised in that litigation. Nothing contained in this Offer shall be construed to limit or waive any rights of ESAB under applicable Federal, state or local laws.
14. Buyer may not, by operation of law or otherwise, assign this Offer, and upon acceptance, Buyer may not, by operation of law or otherwise, assign its rights or delegate its obligations under this Offer to any Third Party without the prior written consent of ESAB, and any purported or attempted assignment or delegation without consent shall be null and void.
15. This Offer shall inure to the sole and exclusive benefit of ESAB, Buyer and their respective successors and permitted assigns. This Offer shall have no Third Party beneficiaries.
16. The Goods identified to this Offer may be subject to the provisions of ESAB's 100% Satisfaction Guarantee for North American customers only as set forth in ESAB's 100% Satisfaction Guarantee Brochure. However, the rights and entitlements of any end-user and obligations of ESAB created by the 100% Satisfaction Guarantee apply only between ESAB and the end-user to whom Buyer resells the Goods and in no way modify the terms and conditions provided for hereby.
17. Diversion of all Goods contrary to U.S. law is prohibited. Buyer will not supply, tranship or re-export any Goods to any country currently subject to embargo under the laws of the U.S., including Cuba, Iran, Sudan, Syria and Burma (Myanmar).

18. The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
 - a. The Buyer shall undertake its best efforts to ensure that the purpose of this Section 18 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
 - b. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this Section 18.
 - c. Any violation of this Section 18 shall constitute a material breach of an essential element of the contract between the parties, and ESAB shall be entitled to seek appropriate remedies.
 - d. The Buyer shall immediately inform ESAB about any problems in applying Section 18, including any relevant activities by third parties that could frustrate the purpose of this Section. The Buyer shall make available to the ESAB information concerning compliance with the obligations under this Section 18 within two weeks of the request of such information.
19. Portions of ESAB's Authorized Distributor Terms and Conditions of Sale and International Terms and Conditions Policy incorporated herein by reference will be made available to Buyer upon its request.