

**LINCOLN CHINA**  
**TERMS and CONDITIONS of SALE**

林肯中国  
销售条款和条件

**DEFINITIONS**

**定义**

- A. **Assemble-To-Order** “(ATO)” means any Material requiring pre-sale assembly.  
按订单装配 “(ATO)” 系指需要售前组装的任何材料。
- B. **“Buyer”** or **“Customer”** means the person or entity that has acquired, or will be acquiring the Goods. Buyer or Customer may also possibly be the End User as defined below.  
“买方” 或 “客户” 系指已取得或将要取得产品的个人或实体。买方或客户也可如下述定义中的最终用户。
- C. **“Consumables”** means any Material that is consumed within the electric-arc welding process including but not limited to welding wire both flux-cored and solid; flux; and stick electrode, both flux-coated and bare. Consumables may include MTO, MTS, WIP and Raw Materials.  
“焊材” 系指在电弧焊接过程中消耗的材料，包括但不限于药芯焊丝和实芯焊丝、焊剂、以及涂药焊条和裸露焊条。焊材可包括MTO、MTS、WIP 和原材料。
- D. **“End User”** means the person or entity that purchases Products directly from Lincoln China or a Lincoln China Authorized Distributor for the use by such third party and not for resale.  
“最终用户” 系指为使用且不转售之目的直接从林肯中国或林肯中国授权经销商购买商品的个人或实体。
- E. **“Large Quantities”** means any quantity that Lincoln China, in its sole discretion, deems to be excessively large and requiring special procedures, cancellation policies and pricing.  
“大批量” 系指任何由林肯中国自行决定视为数量巨大，并且须经特别的程序、取消政策和定价处理的数量。
- F. **“Goods”** unless the context specifies otherwise, means any saleable item. Can be used interchangeably with “Materials” or “Products.”  
“产品” 除本文另行说明外，系指任何可供出售的物品，可与“材料”或“商品”交替使用。
- G. **“Incoterms® 2010”** means the 2010 version of the International Commercial Terms as promulgated by the International Chamber of Commerce.

“国际贸易术语解释通则®2010”系指国际商会发布的 2010 版国际贸易术语。

H. “**Lincoln China**” or “**Seller**” means any of the following entities as enumerated in a Sales Order as defined in these Terms and Conditions. Only those entities listed below and specifically denoted in a Sales Order, along with the Buyer, will be considered a party to a Sales Order. Nothing in these Terms and Conditions shall be construed to make any of the entities below, liable in any way whether jointly or severally, for a Sales Order to which it is not a specifically-enumerated party.

“林肯中国”或“卖方”系指于该等条款和条件中定义的任何在销售订单列出的下述实体。只有于下文所列并于销售订单中明确指出的实体与买方将被视为销售订单的一方。如下述任一实体并非某一特定销售订单的一方，该等条款和条件均不得解释为，该实体以任何方式共同或连带地对该等销售订单承担责任。

- Jinzhou Zhengtai Welding & Metal Co., Ltd  
锦州钰泰金属工业有限公司
- Lincoln Electric (Jinzhou) Welding Materials Co., Ltd  
林肯电气（锦州）焊接材料有限公司
- Lincoln Electric Management (Shanghai) Co., Ltd  
林肯电气管理（上海）有限公司
- Lincoln Electric (Tangshan) Welding Material Co., Ltd  
林肯电气（唐山）焊接材料有限公司
- The Lincoln Electric HELI (Zhengzhou) Welding Materials Co., Ltd  
林肯电气合力（郑州）焊材有限公司
- The Nanjing Lincoln Electric Co., Ltd  
南京林肯电气有限公司
- The Shanghai Lincoln Electric Co., Ltd  
上海林肯电气有限公司
- Any other entity as designated by **Lincoln China** now or in the future.  
林肯中国现在或将来指定的任何其他实体。

I. **Made-To-Order** “(MTO)” means Materials that are manufactured to individual Customer specifications. Sales Order quantities may be shipped and invoiced with up to a 10% manufacturing over-run.

定制“(MTO)”系指根据客户的单独规格要求制造的材料。销售订单下产品可按照至多超过制造量的 10% 的数量进行发货并收取价款。

J. **Make-To-Stock “(MTS)”** means Materials that are standard, pre-made Materials that are stocked by Lincoln China in the ordinary course of business as it is defined by Lincoln China.

存货生产 “（MTS）” 系指按照林肯中国定义的，在林肯中国日常经营过程中库存的标准的预制材料。

K. **“Material(s)”** means any saleable item. Can be used interchangeably with “Goods” or “Products.”

“材料” 系指任何可供出售的物品，可与“产品”或“商品”交替使用。

L. **“Price”** means the amount charged by Lincoln China to the Buyer for Goods and Services rendered as further outlined in these Terms and Conditions with final Price being determined at time of shipment for Consumables and as for Machines based on the time of order confirmation by Lincoln China.

“价格” 系指林肯中国因其提供的产品和服务（该等条款与条件中将作进一步概述）而向买方收取的金额，其最终价格焊材将以林肯中国发货时的定价为准，焊机以下订单确认时的价格为准。

M. **“Products”** means any saleable item. Can be used interchangeably with “Materials” or “Goods.”

“商品” 系指任何可供出售的物品，可与“材料”或“产品”交替使用。

N. **“Purchase Order”** means any offer by Buyer to Lincoln China to purchase Goods. Certain specifics of Purchase Orders may be accepted by Lincoln China by preparation of a Sales Order. All other terms and conditions of the Buyer’s Purchase Order, not included in the Sales Order, are expressly disclaimed.

“采购订单” 系指买方向林肯中国发出的购买产品的任何要约。林肯中国可以通过制备销售订单而接受采购订单中的部分规定。买方采购订单中的其他所有未被包括在销售订单中的条款和条件，均为卖方明确拒绝的条款和条件。

O. **“Raw Materials”** means any basic or constituent material from which a Product is made.

“原材料” 系指用于制造商品的任何基础材料或构成材料。

P. **“Sales Order”** means an acknowledgement generated by Lincoln China that authorizes the sale of Goods after receipt of a Customer’s Purchase Order pursuant to specifics as agreed by Lincoln China.

“销售订单” 系指林肯中国收到客户的采购订单后根据林肯中国所同意的条款制作的授权出售产品的一份订单确认单。

Q. **“Services”** means all services supplied by Lincoln China to the Buyer and possibly includes delivery and installation of Goods.

“服务” 系指林肯中国向买方提供的所有服务，可能包括产品的运送和安装。

R. **“Special Orders”** means any orders of Large Quantities of Materials or Materials requiring modification driven by specific Customer requirements. These requirements may include but are not limited to: specific testing requirements, unique packaging, lot control, calibration, or non-standard specifications or formulations as defined by Lincoln China.

“特殊订单”系指大批量材料的任何订单或需要根据客户具体要求进行改造的材料任何订单。该等要求可包括但不限于：具体的测试要求、特殊包装、批号控制、校准或非林肯中国定义的非标准规格或配方。

S. **“Welding Equipment”** means machines, apparatus, and parts required for the fabrication of welded articles.

“焊接设备”系指机械、装置和制造焊接物品所需的部件。

T. **Work in Process “(WIP)”** refers to all unfinished Lincoln China Materials that are at various stages of the production process.

半成品“（WIP）”系指处于生产过程各个阶段的所有未完成的林肯中国的材料。

## **GENERAL CONDITIONS**

### **一般条件**

All sales of Goods by Lincoln China are governed by Lincoln China’s current Terms and Conditions of Sale (**“Terms and Conditions”**). For sales to be considered to be exports by the government authorities of the People’s Republic of China, special terms and conditions covering payment, freight, insurance, forwarding and other matters related to foreign sales may be required by Lincoln China, from time to time, in Lincoln China’s sole discretion.

林肯中国所有产品的销售受林肯中国现行的销售条款和条件之约束（“条款和条件”）。对于中华人民共和国政府部门视为出口的销售，林肯中国可不时自行决定要求包括付款、运费、保险、转运和其他关于海外销售事项的特别条款和条件。

Unless otherwise agreed in writing by Lincoln China, these Terms and Conditions may not be waived or modified. Neither Lincoln China’s acknowledgement of a Purchase Order nor Lincoln China’s failure to object to conflicting, contrary, or additional conditions in a Purchase Order shall be deemed an acceptance of such conditions or a waiver of the provisions hereof.

除林肯中国另行书面同意外，该等条款和条件不得被放弃或修改。林肯中国对某一采购订单的认可，或未对某一采购订单中的矛盾、冲突之处或附加条件提出反对意见，均不应被视为林肯中国对该等条件的接受或对本条款和条件中规定的放弃。

All Terms and Conditions are subject to change by Lincoln China, from time to time, in Lincoln China’s sole discretion. Any changes or amendments to Terms and Conditions shall become effective on the date the updated Terms and Conditions are published on Lincoln China’s website at <http://www.lincolnelectric.com.cn/>. Lincoln China shall not be obligated to notify any Buyer separately of any changes, amendments or updates to Terms and Conditions notwithstanding conflicting language found in any other agreement or terms and conditions.

所有条款和条件均受林肯中国不时自行决定作出的变更的管制。任何对于该等条款和条件的变更或修改应于该等变更或修改作出并于林肯中国的网站 (<http://www.lincolnelectric.com.cn/>) 更新之日起生效。林肯中国无义务单独通知任何买方该等条款和条件的任何变更、修改或更新，无论是否在其他协议或条款和条件中有冲突的语言描述。

## **PRICES**

### **价格**

The Prices for Goods shall be established by Lincoln China and communicated, from time to time, at the sole discretion and in the format desired by Lincoln China. Lincoln China reserves the right to change Prices at any time without notice notwithstanding conflicting language found in any other agreement or terms and conditions. All Purchase Orders are subject to final acceptance by Lincoln China. Final acceptance will occur in a manner designated by- and at the sole discretion of Lincoln China.

- **Final Price for all consumable Goods will be that in effect at the time of shipment by Lincoln China. As for machines, the prices will be effect at the time of order confirmation.**
- 所有焊材产品的最终价格为林肯中国发货时的有效价格，焊机以确认订单时的价格为准。

林肯中国有权不时地自行决定通过其希望的形式发布、传达产品价格。无论是否在其他协议或条款和条件中有冲突的语言描述，林肯中国保留其在不发送通知的情况下随时变更价格的权利。所有的采购订单以林肯中国最终接受为准。最终接受的表现形式以林肯中国自行决定和发出的形式为准。

Buyer shall contact Lincoln China's Sales Department for Prices of Large Quantities of Materials, ATO, MTO items and/or Special Orders designed or manufactured at the Buyer's request.

对于大批量材料的价格、ATO、MTO 物品和/或根据买方要求设计或制造的特殊订单的价格，买方应联系林肯中国的销售部门进行了解。

Prices include charges for Lincoln China's standard packaging. All other charges are at the Buyer's expense unless agreed in writing by Lincoln China. All inquiries regarding additional charges are to be directed to Lincoln China's Sales Department.

价格包括林肯中国的标准包装费用。除林肯中国另行书面同意外，其他所有费用均由买方承担。所有关于额外费用的询问应向林肯中国销售部门进行。

Prices include taxes/duties and all Prices are subject to the addition of any tax/duty that Lincoln China, at any time, is required by law to pay or collect by reason of the sale, purchase, rental, loan or use of the Products.

价格包括税收/关税，并且所有价格受制于任何时候法律要求林肯中国因出售、购买、租赁、贷款或商品使用而支付或收取的额外的税收/关税。

Minimum Sales Order amount shall equal or exceed 1,000 RMB unless otherwise agreed in writing by Lincoln China.

除林肯中国另行书面同意外，销售订单最低金额应等于或大于 1000 元人民币。

## PAYMENT

### 付款

In general, payment is due to be received by Lincoln China net thirty (30) days from shipment date with pre-approved credit in place; no cash discounts allowed unless otherwise agreed in writing by Lincoln China.

一般情况下，在林肯中国预先核准了信用的情况下，林肯中国应于装运日起三十（30）日内收到价款；除林肯中国另行书面同意外，否则不允许现金折扣。

In particular, payment for Goods which represent Large Quantities of Materials; ATO; MTO items; and/or Special Orders designed or manufactured at the Buyer's request, are based on terms of 30% of Price due at time of Buyer's receipt of Sales Order and 70% of Price due net thirty (30) days after shipment date with pre-approved credit in place; no cash discounts allowed unless otherwise agreed in writing by Lincoln China. The ordered Goods shall not be manufactured until the initial payment (30% of Price) is received and cleared.

特殊情况下，对于大批量材料、ATO、MTO 物品、和/或根据买方要求设计或制造的特殊订单的价款按照如下期限支付：买方收到销售订单前应支付价格的30%，装运日后三十（30）日内应支付剩余70%的价格（在林肯中国预先核准了信用的情况下）；除林肯中国另行书面同意外，否则不允许现金折扣。在收到并结清首期付款（价格的 30%）前，不制造订购的产品。

## TRANSPORTATION AND DELIVERY

### 运输和交付

#### **General**

#### **普通条款**

Unless otherwise stipulated, all Terms of Delivery shall be per **Incoterms® 2010**.

除非另行规定，所有交付条款应按照国际贸易术语解释通则®2010 的规定进行。

Sales Orders will ship automatically and without confirmation by the Buyer, unless otherwise agreed by Lincoln China. All Sales Orders will ship on or near the Buyer's requested ship date depending on type of Material ordered and overall Material availability. Lincoln China shall use reasonable efforts to initiate shipment as close as possible to the Buyer's requested ship dates.

除林肯中国另行同意外，销售订单项下的产品或商品等将进行自动装运而不需买方确认。所有销售订单下材料将根据订购的材料类型和材料的整体库存情况于买方要求的发货日期当日或该日期前后发货。林肯中国应尽合理努力，尽可能于接近买方要求的发货日期发货。

**THE BUYER ACKNOWLEDGES THAT SHIP DATES PROVIDED BY LINCOLN CHINA ARE ESTIMATES ONLY AND THAT LINCOLN CHINA IS NOT LIABLE FOR FAILURE TO SHIP ON SUCH DATES.**

买方认可林肯中国提供的发货日期仅为预估的日期；若未于该日发货，林肯中国将并不因此而承担任何责任。

## **Transportation and Handling Expenses**

### **运输和装卸费用**

For Domestic Sales Orders:

国内销售订单:

In general, Seller will provide standard transportation and handling of the Goods for delivery to Buyer's domestic "Ship-To" location at no additional cost using Seller's preferred transportation carriers and Seller's standard packaging. Seller reserves the right to add transportation and handling costs to Buyer's invoice if Buyer does not utilize one of Seller's preferred transportation carriers, requires additional packaging of the Goods and/or has other special delivery requirements. Transportation and handling costs will be added to Buyer's invoice for Sales Orders below established quantity as stated in the LE China published price list. A freight allowance may be available for Customers who arrange for, and execute, freight pick-up of their full order at the shipping point designated by Lincoln China. The allowance will be determined by Lincoln China Customer Care and, once determined, is final and non-negotiable.

一般情况下，卖方将使用其首选的承运人和其标准包装以提供标准运输和装卸服务将产品运送至买方国内的“交货地”地点，卖方对此不收取额外费用。若买方不使用卖方首选的任一承运人要求额外的产品包装和/或其他特殊的运送要求，则卖方有权在买方的账单中增加运输和装卸费用。运输和装卸费用将添加至买方相应销售订单的账单中，对于数量低于林肯价格表规定的最低数量。若客户于林肯中国指定的装运地点安排并提取其订购的所有货物，则可享受运费补贴。具体补贴的情况将由林肯中国客户服务部决定。一旦决定，该等补贴将为最终且不可协商的。

For International Sales Orders:

国际销售订单:

All transportation and handling charges for the Goods shall be at the Buyer's expense and shall be added to the commercial invoice. There will be no allowance or deduction to the selling Price for the pick-up of Sales Orders at the shipping point as designated by Lincoln China by the Customer's appointed carrier. Appropriate Value-Added Taxes ("VAT") will be calculated based on Materials, transportation and handling charges as set forth on the commercial invoice.

所有产品的运输和装卸费用应由买方承担并应添加至其商业账单中。客户指定的承运人于林肯中国指定的装运地点提取销售订单下产品或商品的将不能获得销售价格的扣减或津贴。适当的增值税（“**增值税**”）将根据商业账单上载明的材料、运输和装卸费用来计算。

All additional charges, other than transportation and handling expenses, including but not limited to: Customs Broker and Freight Forwarder fees, warehouse and terminal charges, insurance, inspection, storage, special notifications, special equipment/handling will be at the Buyer's expense unless otherwise agreed in writing by Lincoln China. Any such expenses may be separately invoiced to Buyer.

除经肯中国另行书面同意外，除运输和装卸费用外，所有额外费用（包括但不限于：海关经纪人和货运代理人费用、仓库和码头费用、保险、检查、储存、特别通知、专用设备/装卸费用）将由买方承担。卖方可就任何该等费用另行向买方发送账单。

## **TRANSFER OF TITLE**

### **所有权转移**

Unless otherwise agreed by Lincoln China, title to the Goods shall transfer to Buyer when full payment is received and cleared by Lincoln China. Ownership of the Goods shall remain with Lincoln China, which reserves the right to dispose of the Goods until such time as:

除林肯中国另行同意外，产品所有权应于林肯中国收到并结清所有价款时转移至买方。林肯中国保留产品所有权，其同时保留处置产品的权利，直至下述时间：

- Payment in full for all the Goods has been received and cleared; or  
所有产品的价款已经全额收讫并结清；或
- The Buyer sells the Goods to its customers in the ordinary course of business.  
买方在日常经营过程中将产品出售给其客户。

If the Buyer fails to pay any amount of the Buyer's total indebtedness to Lincoln China when it is due, or breaches any of these Terms and Conditions, Lincoln China 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.

若买方未付清其对林肯中国全部到期欠款的任何部分，或违反任何该等条款和条件，在不损害林肯中国其他权利和救济的情况下，林肯中国可收回和/或再次出售产品（或其中的任何部分产品），并可为该目的进入买方的经营场所。

Until full payment is received by Lincoln China, the Buyer shall store the Goods in a way that clearly indicates Lincoln China's title to the Goods.

直至林肯中国收到全额付款，买方应以一种可以明确显示产品所有权归林肯中国所有的方式储存产品。

The Buyer acknowledges that until its total indebtedness to Lincoln China is discharged, it holds the Goods as bailee for Lincoln China and that a fiduciary relationship exists between them.

买方认可，其以受托者身份为林肯中国持有产品直至其缴清对林肯中国的欠款总额，并且双方之间存在信托关系。

In the event of sale of the Goods to the Buyer's customer, the Buyer in its position as a fiduciary shall:

向买方的客户出售产品时，买方作为受托人应：

1. Assign to Lincoln China the benefit of any claim against the Buyer's customer, and;  
将任何针对买方客户主张的利益转让给林肯中国，和；
2. Account fully to Lincoln China for the proceeds of the sale unless and until the Buyer's total indebtedness to Lincoln China is discharged.  
就销售收入向林肯中国报账直至买方缴清对林肯中国的全部欠款。

## **TRANSFER OF RISKS**

### **风险转移**

Risk of loss of the Goods shall pass to the Buyer upon tender to the first transportation carrier unless a specific Incoterm, as found in Incoterms 2010®, is agreed by Lincoln China and documented in the Sales Order.



除非林肯中国同意使用 2010 年国际贸易术语解释通则中的某一特定国际贸易术语并且将其记录于销售订单中，否则产品灭失的风险应于产品交给第一承运人时转移至买方。

## **INTELLECTUAL PROPERTY OWNERSHIP AND LICENSES**

### 知识产权归属和许可

**Retention of Ownership.** Except for the rights expressly granted to the Buyer, the Seller will retain all right, title and interest to all worldwide technology, software and intellectual property (the “**Intellectual Property**”) and proprietary rights of the Goods and associated software.

所有权保留。除明确授予买方的权利外，卖方将保留所有对于全球技术、软件和知识产权的权利、所有权和利益（“**知识产权**”）以及产品和相关软件的专有权利。

**Preservation of Notice.** Buyer shall not remove, efface or obscure any copyright notices or other proprietary notices or legends from any of the Goods and shall reproduce all such notices and legends when incorporating the Goods into any subsequent Products.

声明保存。买方不得移除、抹去或隐藏任何产品上的任何版权声明或其他专属声明或标记，并应在将产品装入任何后续商品时重制所有该等声明和说明。

**Notice of Intellectual Property Infringement.** The Buyer shall promptly notify the Seller in writing of any unauthorized use of any Intellectual Property of which the Buyer becomes aware. The Seller shall have the exclusive right, in its sole discretion, to institute any proceedings against such third party in its name and on its behalf. The Buyer shall render the Seller full support as the Seller deems necessary. Such support shall include, but not be limited to, submission to the Seller of any documentation or joining the proceedings as one Party at the Seller’s request to support the Seller’s claims. The Seller shall be responsible for the reasonable costs as may be incurred on the part of the Buyer in rendering such support unless such proceedings arise from any breach by the Buyer of any provisions of these Terms and Conditions. All recoveries from such claims or actions shall be the sole and exclusive property of the Seller.

知识产权侵权通知。买方若知晓任何未经授权使用知识产权的情形应立即书面通知卖方。卖方应有独占权利自行决定以其自身名义并代表自己提起任何对抗该等第三方的诉讼。买方应向卖方提供卖方认为必要的全力支持。该等支持应包括但不限于，向卖方提交任何书面文件或根据卖方要求作为一方参加诉讼以支持卖方的主张。除非该诉讼是由于买方违反任何该等条款和条款的规定而引起的，否则卖方应承担买方为提供该等支持而发生的合理费用。由该等主张或诉讼获得的所有赔偿应为卖方独有和专有的财产。

## **SPECIAL ORDERS**

### 特殊订单

**Special Orders** means any orders of Materials requiring modification driven by specific Customer requirements. These requirements may include but are not limited to: specific testing requirements, unique packaging, lot control, calibration, or non-standard specifications or formulations as defined by Lincoln China.

特殊订单系指需要根据客户具体要求进行改造的材料任何订单。该等要求可包括但不限于：具体测试要求、特殊包装、批号控制、校准或林肯中国定义的非标准规格或配方。

Special Order quantities for Consumables may be shipped and invoiced with up to a 10% manufacturing quantity overage.

焊材的特殊订单订货量可按照至多超过制造数量的 10% 的数量进行发送并收取价款。

Normal shipping lead time for Special Orders is within four (4) weeks of Sales Order creation, contingent upon the availability of Raw Materials and Customer specification. Special Orders may carry an extended delivery time. Buyer shall contact Lincoln China's Sales Department for lead times and other specifics. If expedited delivery is required, additional charges may apply at Lincoln China's sole discretion and at the expense of the Buyer.

特殊订单通常的交付期为销售订单生成后四（4）周内，视原材料的库存情况和订货规格而定。特殊订单可延长交付时间。关于交付期和其他详情买方应联系林肯中国销售部门。若要求加速交付，林肯中国可自行决定由买方承担额外的费用。

## **CANCELLATION OF ORDERS**

### **取消订单**

#### **Made To Stock (MTS) Items**

#### **按库存生产（MTS）物品**

Orders for MTS Goods not designated as Large Quantities may be cancellable without charge provided the Buyer notifies the Lincoln China Customer Care Department in writing requesting cancellation prior to the tender of the Goods to the first transportation carrier or pick-up by the Buyer at the designated Lincoln China facility.

若买方在产品交给第一承运人之前，或买方于指定的林肯中国工厂提货之前，书面通知林肯中国客户服务部要求取消订单，则未按大批量订购的MTS 产品的订单可免费取消。

ATO, MTO, Large Quantities of Materials and Special Orders designed or manufactured at the Buyer's request, are **NON-CANCELLABLE**. If Buyer attempts cancellation of the aforementioned Goods, the Buyer shall be responsible to pay the full Price for the Goods, less any advance payments, with remaining balance due to be received by Lincoln China net thirty (30) days from invoice date.

ATO、MTO、大批量材料和按照买方要求设计制造的特殊订单**不可取消**。若买方希望取消上述产品的订单，则自发票日期起三十（30）日内，买方应向林肯中国支付扣除任何预付款后的产品的全部价格。

## **RETURN OF UNUSED GOODS**

### **退回未使用产品**

Lincoln China, may, at its sole and absolute discretion, accept unused Materials for return from the Buyer. Unused Material will be considered for return only for credit to the Buyer's account as outlined in these Terms and Conditions. All Material considered for return must be MTS Goods and shall not be designated Large Quantity, as determined at Lincoln China's sole discretion.

林肯中国可完全自行决定是否接受买方退回的未使用过的材料。对于拟退回的未使用材料，林肯中国只将相应信用额度退回于该等条款与条件中规定的买方的账户中。所有拟退回的材料必须为 MTS 产品并且不得为指定的大批量（由林肯中国自行决定）。

Sales of ATO and MTO Goods and Special Orders designed or manufactured at the Buyer's request; all discontinued Goods and Large Quantities of Materials; as well as all engine-drive welders are **FINAL and NON-RETURNABLE**.

ATO 和 MTO 产品和按照买方要求设计或制造的特殊订单、所有停产的产品和大批量材料、以及所有机动焊机的销售为不可更改的且不可退货的。

### **Conditions of Return**

#### **退货条件**

The Goods must be unused, undamaged and in original packaging. Packaging of software and printed circuit boards must be unopened.

产品必须未经使用、未遭损坏并置于原包装中。软件和线路板电镀的包装须为未开封。

### **Freight Charges of Returned Goods**

#### **退货运费**

Buyer shall be responsible for delivering any Goods authorized for return, at their sole expense and risk, to a facility designated by Lincoln China.

买方应负责将任何林肯中国同意退回的产品运送至林肯中国指定的工厂，并自担费用和风险。

## **LINCOLN CHINA ARC WELDING PRODUCTS LIMITED WARRANTY POLICY**

### **林肯中国电弧焊接产品有限保修政策**

Lincoln China warrants that all new Goods will be free of defects in workmanship and constituent materials.

林肯中国保证所有新产品没有工艺和组分材料方面的瑕疵。

**HOWEVER, THIS WARRANTY IS VOID IF THE GOODS HAVE BEEN SUBJECTED TO IMPROPER INSTALLATION, IMPROPER CARE, IMPROPER WAREHOUSING OR ABNORMAL OPERATIONS AS DETERMINED BY LINCOLN CHINA IN ITS SOLE DISCRETION.**

然而，若林肯中国自行决定认为产品未正确安装、保管不当、储存不当或异常操作，本保修将不适用于该等产品。

Warranty Terms and Conditions should be checked at the time of purchase in regards to the specific product you have purchased. Relevant warranty and any part(s) thereof are subject to change at any time without notice.

您应于购买时查看购买的具体商品的保修条款和条件。相关保修条款和其中的任何部分均受制于不时地未经通知地变更。

All Welding Equipment or Consumables manufactured by Lincoln subsidiaries other than Lincoln China are subject to the warranty policy and terms of the subsidiary.

由林肯子公司而非林肯中国制造的所有焊接设备或焊材受该等子公司的保修政策和条款约束。

## Correction Under Warranty 保修范围内的修正

If Lincoln China or Lincoln China's Authorized Service Facility confirms the existence of a defect covered by relevant warranty, the defect will be corrected by repair or replacement at Lincoln China's sole discretion.

若林肯中国或林肯中国的授权服务中心确认出现相关保修涵盖的缺陷，则林肯中国将自行决定对缺陷以维修或替换方式予以修正。

At Lincoln China's request, the Buyer at its sole expense and risk, must return any Goods claimed to be defective to Lincoln China or a location designated by Lincoln China.

根据林肯中国的要求，买方必须将任何声称有缺陷的产品退回至林肯中国或其指定的地点，并自行承担相关费用和风险。

## Warranty Period 保修期间

All warranty periods for Welding Equipment, spare parts and accessories purchased from Lincoln China; a Lincoln China Authorized Distributor; or a Lincoln China Authorized Service Facility, start from the date of purchase, as evidenced by a written proof of purchase provided to the *original* End User. If written proof of purchase is not available, the applicable warranty period will start from the date of manufacture. Warranty periods for Consumables start from the date of shipment to- or pick-up- by the End User from Lincoln China or a Lincoln China Authorized Distributor, as evidenced by the commercial invoice covering the shipment.

从林肯中国、林肯中国的授权经销商或林肯中国的授权服务中心处购买的所有焊接设备、备件和配件的所有保修期间从购买之日起算（由提供给原最终用户的书面购买凭证证明）。若不能提供书面购买凭证，可适用的保修期间将从制造之日起算。焊材的保修期间自装运日，或最终用户从林肯中国或林肯中国的授权经销商处自行提货之日起起算（由包含装运信息的商业发票证明）。

Warranty periods for Products produced by Lincoln China are as follows:

林肯中国生产的商品的保修期如下：

### 1 Year 一年

- All welding machines/power sources excluding engine drive welding machines/power sources.  
所有焊机/能源（不包括发动机驱动焊机/能源）。
- All wire feeder motors.  
所有送丝机电机。
- All Environmental Systems equipment, including portable units and central units (Does not include Consumable items listed under the 30-day warranty.)  
所有环境系统设备，包括便携装置和中央器（不包括列于30天保修期下的焊材）。
- Arc welding and cutting robots, robotic controllers, and welding systems.  
电弧焊和切割机器人、机器人控制器和焊接系统。

- Replacement parts – exception: parts related to Products listed under 90- and 30-day warranty terms.  
替换零件-例外：与列于90天保修期和30天保修期下的商品相关的零件。
- All stick welding electrodes, welding wire, and welding flux, provided that the storing and handling conditions recommended by the factory have been followed.  
所有棒状焊接电极、焊丝和焊剂（需遵守工厂推荐的关于存储和装卸的条件）。

### **90 Days**

90天

- Gun and cable assemblies, gas flow regulators, unattached options, welding accessories, and replacement parts.  
枪和电缆组件、气体流量调节器、非附属电焊设备、焊接配件和替换配件。

### **30 Days**

30天

- All Consumable items that may be used with the environmental systems described above – including hoses, filters, belts and hose adapters.  
所有可与上述环境系统一起使用的焊材-包括软管、过滤器、带条和软管适配器。
- Expendable Consumable parts- Lincoln is not responsible for the replacement of any expendable part that is required due to normal wear.  
焊材的可消耗部分-林肯不负责更换任何由于正常磨损要求更换的消耗性零件。

## **CONDITIONS OF WARRANTY**

### **保修条件**

#### **To Obtain Warranty Coverage**

##### **承保范围**

The Buyer must contact Lincoln China, Lincoln China's Authorized Distributor, or a Lincoln China Authorized Service Facility.

买方必须联系林肯中国，林肯中国的授权经销商，或林肯中国的授权服务中心。

#### **Welding Equipment and Accessories**

##### **焊接设备及配件**

Final determination of warranty applicability on Welding Equipment and accessories will be made exclusively by Lincoln China or Lincoln China's Authorized Service Facility.

只有林肯中国或者林肯中国的授权服务中心对焊接设备及配件的保修适用范围有最终决定权。

#### **Consumables**

##### **焊材**

Determination of warranty applicability on all Consumables will be made solely and exclusively by Lincoln China. All Consumable quality warranty claims will be investigated on a case-by-case basis by Lincoln China.

只有林肯中国对所有焊材的保修适用范围有最终决定权。所有焊材的质量保修主张将由林肯中国进行逐案调查。

## ENGINE WARRANTY 发动机保修

### ENGINE WARRANTY - COVERAGE PERIOD 发动机保修 – 保修期间

The following information is provided for reference purposes only. Detailed warranty statements are available from the engine manufacturer. Engine warranty coverage is not the responsibility of Lincoln China.

以下信息仅供参考。详细的保修说明可从发动机生产商处获得。林肯中国对发动机承保范围免责。

<b>Perkins (<a href="http://www.perkins.com">www.perkins.com</a>)</b>	<p>Two Years on parts and labor on 100 and 400 series (2,000 hours) and 1000 and 1100 series (3000 hours). Three years major components, worldwide. 100 和 400 系列（2,000 小时）以及 1,000 和 1,100 系列（3,000 小时）保修两年，包括人工及部件。主要部件保修三年，全球联保。</p>
<b>Deutz (<a href="http://www.deutzamericas.com">www.deutzamericas.com</a>)</b>	<p>Deutz F3L1011 (in service as of May 1, 2002), F3L2011, F4L-2011, and F4L912. Deutz F3L1011 (截止 2002 年 5 月 1 日仍在使用中)、F3L2011、F4L-2011 和 F4L912。</p> <ul style="list-style-type: none"> <li>- Two Years/2,000 hours<sup>(1)</sup> - All Components 两年/2000 小时<sup>(1)</sup> – 所有部件</li> <li>- Three Years/3,000 hours<sup>(1)</sup> - Main Components<sup>(2)</sup> Deutz F3L912 (in service as of May 1, 2002) 三年/3000 小时<sup>(1)</sup> – 主要部件<sup>(2)</sup> Deutz F3L912 (截止 2002 年 5 月 1 日仍在使用中)。</li> <li>- Two Years/3,000 hours<sup>(1)</sup> - All Components 两年/3000 小时<sup>(1)</sup> – 所有部件</li> <li>- Three Years/4,500 hours<sup>(1)</sup> - Main Components<sup>(2)</sup> 三年/4500 小时<sup>(1)</sup> – 主要部件<sup>(2)</sup></li> </ul>

<sup>(1)</sup> Whichever comes first.  
以较早的为准。

<sup>(2)</sup> Main components include: crankcase, crankshaft, camshaft, connecting rods and cylinder head.  
主要部件包括：曲柄轴箱、曲柄轴、凸轮轴、活塞杆和气缸盖。

<b>Kohler (<a href="http://www.kohlerengines.com">www.kohlerengines.com</a>)</b>	- Three Years <sup>(3)</sup> 三年 <sup>(3)</sup>
<b>Kubota (<a href="http://www.kubotaengine.com">www.kubotaengine.com</a>)</b>	<ul style="list-style-type: none"> <li>- USA - 2 Year/2000<sup>(1)</sup> Hours &amp; 3<sup>rd</sup> Year Major Components. 美国 – 两年/2000<sup>(1)</sup>小时&amp;第三年主要部件</li> <li>- Canada - 2 Years/2000 Hours<sup>(1)</sup> 加拿大 – 两年/2000 小时<sup>(1)</sup></li> <li>- Western Europe - 2 Years/2000 Hours<sup>(1)</sup> 西欧 – 两年/2000 小时<sup>(1)</sup></li> <li>- Pacific Ocean Region - 2 Years/2000 Hours<sup>(1)</sup> 太平洋地区 – 两年/2000 小时<sup>(1)</sup></li> <li>- Asia, Africa, Middle East - 1 Year/1000 Hours<sup>(1)</sup> 亚洲、非洲、中东 – 一年/1000 小时<sup>(1)</sup></li> </ul>
<b>Cummins (<a href="http://www.cummins.com">www.cummins.com</a>)</b>	- Three Years or 3000 Hours <sup>(1)</sup> 三年或 3000 小时 <sup>(1)</sup>

Notes: Begins On Date Of Purchase By End User. Removal And Replacement Of Engine Is Covered By Engine Manufacturer. <sup>(4)</sup>

注：从最终用户的购买之日起。发动机的拆卸和更换由发动机生产商负责。<sup>(4)</sup>

### **ENGINE WARRANTY-CONTACT PROCEDURE**

#### **发动机保修 – 联系程序**

All engines used in Lincoln China engine driven equipment are warranted by the respective engine manufacturer. A warranty statement, showing the details of coverage, is available from the engine manufacturer. Engine warranty coverage is not the responsibility of Lincoln China. If an engine requires service during the manufacturer's warranty period, please do the following:

所有用于林肯中国发动机驱动设备的发动机分别由各自的发动机生产商承保。从发动机生产商那里可获取载有详细承保范围的保修说明。林肯中国对发动机保修范围免责。如果在生产商保修期间内发动机需要相应的服务，请参照如下步骤：

<sup>(3)</sup> First owner only.  
仅限首任所有者。

<sup>(1)</sup> Whichever comes first.  
以较早的为准。

<sup>(4)</sup> Time allowed is a local determination. Engine manufacturers require pre-approval for work having unusual circumstances. Contact Lincoln China for initial assistance.  
时间宽限由各地决定。若为非正常情况，发动机生产商在工作前需要预先批准。请联系林肯中国接受初步协助。

A. Contact the nearest manufacturer-authorized engine repair facility with the following information:  
联系最近的生产商授权的发动机维修中心，告知其以下信息：

- Serial number of engine;  
发动机序列号；
- Specification or build list number of the engine;  
发动机规格或制造列表编号；
- Hours of use;  
使用小时数；
- Purchase date; and  
购买日；及
- Details of the problem encountered.  
所遇到问题的详细情况。

It is important to establish that engine service will be covered by the engine manufacturer warranty before repair work begins.

维修之前请务必确认发动机所需服务在生产商承保范围内。

B. If you cannot locate a manufacturer-authorized repair facility in your area or if you are not satisfied with local engine service, contact the engine manufacturer directly.

如果您无法在您所在区域找到生产商授权的维修中心或者您对当地提供的发动机服务不满意，请直接联系发动机生产商。

C. In the unlikely event that you are still unsatisfied after attempting to resolve your service issue with the engine manufacturer, contact Lincoln China Customer Care Department with:

如果您在与发动机生产商尝试解决服务问题后仍不满意，请联系林肯中国客户服务部并提供以下信息：

- Welder (Lincoln) serial number; and  
焊机（林肯）编号；和
- Your record of service information, as well as prior contact names, dates and phone numbers  
您的服务信息记录以及先前预留的联系姓名、日期和电话号码。

A Lincoln China Customer Care Representative will contact the engine manufacturer with the information that you provide and request a resolution or an explanation regarding your engine service issue.

林肯中国客户服务代表将用您提供的信息联系发动机生产商以要求其对您的发动机服务问题进行解决或解释。

## **Battery Warranty and Service Information**



## 电池保修和服务信息

- Harris Battery Company.  
Harris 电池公司。
- Web: [www.harrisbattery.com](http://www.harrisbattery.com)  
网址: [www.harrisbattery.com](http://www.harrisbattery.com)
- Warranty: 100% Free Replacement for a period of 24 months from date of sale of equipment by dealer with a 27 month limit from battery date code.  
保修: 在电池日期编码所述的 27 个月的限期内, 自经销商销售设备之日起 24 个月内 100% 免费更换。

## Compressor Warranty and Service Information

### 压缩机保修和服务信息

#### VMAC

#### VMAC

- Web: [www.vmac.ca](http://www.vmac.ca)  
网址: [www.vmac.ca](http://www.vmac.ca)
- Warranty Term: 3 years or 3,000 hours (whichever comes first) from the date of delivery of the compressor to the first owner.  
保修期: 从压缩机送达初始所有者之日起 3 年或 3,000 小时 (以较早时间为准)。

## Cobramatic Wire Feeder, Prince XI, Cobramax And Python Guns Service Information

### Cobramatic 钢索输送机、Prince XI、Cobramax 和 Python Guns 服务信息

For information on the nearest warranty service center for Cobramatic wire feeders, Prince XL, CobraMAX and Python Guns, please contact:

如需获取 Cobramatic 钢索输送机、Prince XL、CobraMAX 和 Python Guns 最近保修服务中心的信息, 请联系:

- MK Products, Inc.  
MK Products, Inc.
- Web: [www.mkprod.com](http://www.mkprod.com)  
网址: [www.mkprod.com](http://www.mkprod.com)

## **WARRANTY LIMITATIONS**

### 保修限制

***CERTAIN CONDITIONS, WARRANTIES, AND OBLIGATIONS ARE IMPLIED BY LAW AND CANNOT BE EXCLUDED OR MODIFIED (THE "STATUTORY WARRANTIES"). WHERE THE STATUTORY WARRANTIES DO APPLY THEN ANY EXPRESS WARRANTIES GIVEN BY***

**LINCOLN CHINA (THE "EXPRESS WARRANTIES") ARE GIVEN IN ADDITION AND WITHOUT DEROGATION FROM THE STATUTORY WARRANTIES. APART FROM THE EXPRESS WARRANTIES AND (IN CASES WHERE THEY APPLY BY LAW BUT NOT OTHERWISE) THE STATUTORY WARRANTIES, LINCOLN CHINA GIVES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE IN RESPECT OF ANY GOODS MANUFACTURED OR SUPPLIED BY LINCOLN CHINA. IN RESPECT OF ANY CLAIM UNDER THE WARRANTY HEREIN PROVIDED A BUYER MUST FURNISH LINCOLN CHINA WITH WRITTEN NOTICE OF ANY CLAIM UNDER THE WARRANTY WITHIN THE TIME PERIOD OF THE WARRANTY AS FURTHER SPECIFIED HEREIN.**

不得排除或修改法律规定的某些条件、保证及责任（“法定保证”）。当适用法定保证时，任何林肯中国提供的明示保证（“明示保证”）为额外保证且均不影响法定保证。除了明示保证和法定保证（法律规定适用时），林肯中国依照法律对其生产或供应的任何产品均不提供任何保证，不论明示或默示。对于本保修条款下的任何索赔，买方必须在保修期内向林肯中国提供本保修条款下的任何索赔的书面索赔通知。

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE EXTENT OF LINCOLN CHINA'S WARRANTY, WHETHER EXPRESS OR STATUTORY, IS LIMITED TO A LIABILITY TO REPAIR, REPLACE OR PAY TO THE BUYER AN AMOUNT EQUAL TO:**

在适用法律许可的范围以及林肯中国的保修范围内，林肯中国的保证，不论明示或法定，仅限于维修，更换或向买方支付金额相等于：

- **THE COST OF REPLACING THE GOODS;**  
更换产品的费用；
- **THE COST OF OBTAINING EQUIVALENT GOODS; OR**  
获得同等产品的费用；或
- **THE COST OF HAVING THE GOODS REPAIRED WHICHEVER REMEDY IN ITS ABSOLUTE DISCRETION LINCOLN CHINA CHOOSES.**  
修理产品的费用，林肯中国对此可全权酌情处理。

Upon request by Lincoln China, the Buyer must permit Lincoln China to inspect the Goods subject of any claim under this warranty. Lincoln China may, at its absolute discretion, repair or replace the Goods at its own premises, or at such other premises as Lincoln China may designate, provided that all freight charges to and from Lincoln China's premises, or such other premises as Lincoln China may designate, shall be paid by the Buyer.

根据林肯中国的要求，买方必须允许林肯中国对按照本保证进行索赔的产品进行检验。林肯中国有绝对酌情权对产品进行自行修理或更换或在林肯中国指定的其他场所进行修理或更换，前提是买方承担产品运至林肯中国或林肯中国指定的地点以及再返回买方所在地的所有运费。

**SUBJECT TO THE EXPRESS AND STATUTORY WARRANTIES HEREIN BEFORE PROVIDED LINCOLN CHINA PROVIDES NO OTHER WARRANTIES IN RESPECT OF THE MANUFACTURE OR SALE OF GOODS AND IN PARTICULAR LINCOLN CHINA SHALL HAVE NO RESPONSIBILITY OR LIABILITY IN RESPECT OF:**

受制于林肯中国此前在此提供的明示保证或法定保证，林肯中国对产品制造和销售活动不提供其他保证，林肯中国尤其在以下情况中不承担任何法律责任：

- **REPAIRS DONE TO LINCOLN CHINA'S GOODS AND UNDERTAKEN BY THE BUYER OUTSIDE LINCOLN CHINA'S PREMISES WITHOUT WRITTEN AUTHORIZATION FROM LINCOLN CHINA OBTAINED PRIOR TO ANY SUCH REPAIR;**  
未获得林肯中国书面授权该等修理的情况下，买方在林肯中国之外的场所对林肯中国的产品进行修理的；
- **ANY DAMAGE OR FAILURE OF THE GOODS AS A RESULT OF NORMAL WEAR AND TEAR, MISAPPLICATION, NEGLIGENCE, MISUSE, ABUSE, OR FAILURE TO PROPERLY SERVICE GOODS BY ANY BUYER.**  
任何由于买方导致的对产品的正常损耗、误用、疏忽、使用不当、滥用或维护不当而对产品造成的任何损坏或故障。

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF LINCOLN CHINA IS LIMITED AS PROVIDED HEREIN AND LINCOLN CHINA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGE SUFFERED BY A BUYER (INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFIT), WHETHER OR NOT ARISING OUT OF CIRCUMSTANCES KNOWN OR FORESEEABLY KNOWN BY LINCOLN CHINA AND IN PARTICULAR ARISING OUT OF THE SUPPLY OF GOODS TO A BUYER OR THE USE OF GOODS BY A BUYER WHETHER BASED ON BREACH OF CONTRACT, NEGLIGENCE, OR TORT.**

在适用法律允许的范围内，林肯中国仅限于按照上述规定承担相应责任。对于买方所遭受的任何偶然的、特殊的或间接的损害（包括但不限于任何利润损失），无论是否由林肯中国已知的或可预见的情况导致的，特别是在供应产品给买方或是买方使用产品所导致的，也无论是违约、过失或侵权所导致的，林肯中国均不承担责任。

**THIS WARRANTY IS THE ONLY EXPRESS WARRANTY PROVIDED BY LINCOLN CHINA WITH RESPECT TO ITS PRODUCTS. WARRANTIES IMPLIED BY LAW SUCH AS THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY FOR THE EQUIPMENT INVOLVED.**

此保证为林肯中国提供的针对其产品的唯一明示保证。法律规定的保证责任，例如适销性保证和针对特别目的适用性的担保，其有效期限于设备相关的有限保证期间。

### **TECHNICAL SERVICES AND COSTS THEREOF**

#### **技术服务和费用**

For questions regarding the following topics, their availability and cost, please contact the Lincoln China Customer Care Department:

关于下列问题以及其可行性和费用，请联系林肯中国客户服务部：

1. Customer Technical and Software Support  
客户技术和软件支持
2. Training  
培训

3. Process/Procedure Development  
数据处理/程序研发
4. Testing  
测试
5. Product Development  
产品开发
6. Engineering  
工程

### **CUSTOMER ASSISTANCE POLICY**

#### **客户服务政策**

The business of Lincoln China is manufacturing and selling high quality welding and cutting equipment, accessories, Consumables, and spare parts. Lincoln China's challenge is to meet the needs of Lincoln China's Customers and to exceed their expectations. On occasion, Buyers may ask Lincoln China for information or advice about their use of Lincoln China's Products. Lincoln China's employees respond to inquiries to the best of their ability based on information provided to them by the Customers and the knowledge they have concerning the applications involved. Lincoln China's employees, however, are not in a position to verify the information provided or to evaluate the engineering requirements for the particular welding application. **ACCORDINGLY, LINCOLN CHINA DOES NOT WARRANT, GUARANTEE OR ASSUME ANY LIABILITY WITH RESPECT TO SUCH INFORMATION OR ADVICE. MOREOVER, PROVIDING SUCH INFORMATION OR ADVICE DOES NOT CREATE, EXPAND, OR ALTER ANY WARRANTY ON LINCOLN CHINA'S 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 CUSTOMER'S PARTICULAR PURPOSE IS SPECIFICALLY DISCLAIMED.**

林肯中国是一家制造和销售高质量焊接和切割设备、配件、焊材和备件的企业。林肯中国致力于满足客户的需求并超越其期望。买方有时可能会就使用林肯中国的产品的情况向林肯中国咨询有关信息或建议。林肯中国的雇员将依据客户提供的信息以及其掌握的有关应用的知识尽其最大的努力及时给予客户答复。但是，林肯中国的雇员并不负责对客户提供的信息进行验证或对特定焊接应用的工程要求进行评估。因此，林肯中国对该等信息或建议不提供任何保证或担保，也不因此承担任何责任。此外，提供该等信息或建议并不形成对林肯中国产品的新的保证或对原保证的扩展或更改。林肯中国特此明确否认任何由该等信息或建议而产生的明示或默示保证，包括对适销性的任何默示保证或针对客户特别目的适用性的保证。

Lincoln China is a responsive manufacturer, but the selection and use of specific Products sold by Lincoln China is solely within the control of, and remains the sole responsibility of the Customer.

林肯中国是积极满足客户需求的生产商，但是对林肯中国销售的特定产品的选择和使用将由客户自行决定，客户对此应自行承担 responsibility。

Subject to Change – This information is accurate to the best of Lincoln China's knowledge at the time of printing. Please refer to <http://www.lincolnelectric.com.cn/> for any updated information.

如有变动不另行通知 – 林肯中国在印制此信息时已尽其当时之所能确保该等信息的准确性。请参考 <http://www.lincolnelectric.com.cn/> 获取更新信息。

## **CONFIDENTIALITY**

### **保密条款**

The Customer acknowledges and agrees that all documentation (other than advertising promotional Materials and user information) and confidential business information, in whatever form or media, disclosed by Lincoln China to or known by the Customer orally or in writing as a consequence of or through the Customer's relationship with Lincoln China and which is not generally known to the public including, without limitation, information concerning Lincoln China's Products, finances, processes and Services, clients, purchasing, clinical trials, test results, technology and technical information, accounting, manufacturing, distribution and marketing (hereinafter "**Information**"), shall remain the sole and exclusive property of Lincoln China; shall be held in strict confidence by the Customer; and shall not be published, disclosed, disseminated or used by the Customer in any manner, except as expressly permitted hereunder. The Customer may not reproduce or copy the Information, in whole or in part, and must return or destroy the Information upon the expiration or termination of the transactions and/or sale/purchase relationship. In addition, the Customer shall safeguard such Information and ensure that only employees, officers and directors who need access to the Information for purposes of performing the Customer's obligations in relation to the transactions will be given such access and all such employees, officers and directors will comply with the confidentiality and non-use obligations set forth herein.

客户承认并同意，由林肯中国披露或客户因与林肯中国的关系或通过该种关系而口头或书面获悉的但仍未为公众所知悉的所有文件（除广告宣传材料和用户信息外）和保密商业信息，无论以任何形式或媒介，包括但不限于有关林肯中国产品、财务、流程和服务、客户、购买、临床试验、试验结果、工程技术和技术、会计、生产、分销和营销的信息（以下简称“**信息**”），应视为林肯中国独有和专属的财产；客户应对此严格保密；且除明确许可外，客户不得将信息进行发表、披露、传播或以任何方式进行使用。客户不得对信息进行全部或部分复写或复制，且在交易和/或销售/购买关系到期或终止之时必须归还或销毁该等信息。此外，客户应当保护该等信息并确保只有为履行与交易相关的客户义务而需要访问该等信息的雇员、管理人员和董事才可获悉该等信息。所有该等雇员、管理人员和董事应遵守此保密条款和不得使用信息的义务。

## **FORCE MAJEURE**

### **不可抗力**

Lincoln China shall not be liable to the Buyer 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 China, in any of the foregoing cases whether or not foreseeable (collectively hereinafter the "**Force Majeure Event**").

对于因下述原因而直接或间接导致的延迟履行或履行不能，林肯中国将不对买方承担任何责任且对买方的责任应被一律免除：政府法律法规（无论是否有效）；战争、政府行为、天灾、恐怖袭击、蓄意破坏、内乱、罢工或其他劳工风潮、设备故障；由于经济原因而导致原材料、动力、设

备、劳动力或其他供给短缺；爆炸、事故、交通运输延误或缺乏、洪水、山体滑坡、瘟疫、或超过林肯中国合理控制范围内的其他类似或不同的事件，无论在上述任何情况下是否可预见（统称为“不可抗力事件”）。

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 China of any of its obligations to be commercially impracticable. Lincoln China 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 China 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 China had been in effect on the date a particular Purchase Order for Products was accepted by Lincoln China. This paragraph supplements, and does not replace, any remedies available to Lincoln China under the People's Republic of China laws and other applicable law.

如该等不可抗力事件直接或间接导致林肯中国按时履行其义务在商业上无法实现，则不可抗力事件应视为对履行的延迟或妨碍。除非林肯中国未尽商业上的合理的努力来避免或解决该种事件（该等努力不应要求包含花费资金），若林肯中国未能避免或解决任何不可抗力事件，按照本条款，其不应被拒绝给予救济。当任何上述事件或情况发生时，林肯中国应有权自行在其客户中分配产品。即使林肯中国提出的不可抗力事件于林肯中国接受特定采购订单之日已发生，本条款仍应有效适用。根据中华人民共和国法律和其他适用法律，本条款将补充但不取代林肯中国的任何可行救济措施。

## **COMPLIANCE WITH LAWS**

### **合规**

Buyer shall comply with all applicable laws and regulations with respect to the business conducted with Lincoln China, including (without limitation) all applicable U.S. and other “Anti-bribery Laws,” which prohibit the payment or transfer directly or indirectly of anything of value to governments, government officials, state-owned enterprises, political parties, political party officials, or to relatives or associates of such officials, in connection with obtaining or maintaining business or an improper business advantage. 买方在与林肯中国进行商业交易时应当遵守一切适用的法律法规，包括（但不限于）所有适用的美国和其他国家和地区规定禁止为获得或维护经营或不正当商业优势，直接或间接向政府、政府官员、国有企业、政党组织、政党官员、或以上人员的亲属或关联人支付或转让任何有价值的物品的反贿赂法。

Buyer agrees that it will not participate in the sale of Lincoln Products or technology to any entity in or for export to any country that is deemed to be a “prohibited country” under U.S. export control laws (currently, Cuba, Iran, North Korea, Sudan or Syria) or for use in nuclear, chemical or biological weapons or rocket or missile applications.

买方同意其将不参与向任何国内实体销售林肯产品或技术，或将林肯产品或技术出口至任何被美国出口管制法认定为“禁止性国家”的国家（现阶段为古巴、伊朗、北朝鲜、苏丹或叙利亚）或将产品用于核应用、生化武器、火箭或导弹应用。

Upon Buyer's request, Seller shall provide information in response to any reasonable request regarding compliance with applicable laws, rules or regulations.

根据买方的要求，卖方应提供遵守适用的法律、法规或规章的相关信息。

## **DISPUTES** **争议解决**

Any dispute or claim arising from or in connection with these Terms and Conditions and/or any Sales Orders, transactions, agreements, performance between Lincoln China and the Customer in relation to the sale, including, but not limited to any question regarding its existence, validity, interpretation or termination shall be settled amicably through friendly negotiation.

任何由该等条款和条件和/或林肯中国和客户之间的任何销售订单、交易、协议、履行（包括但不限于任何与存续、效力、解释或终止相关的问题）引起或与之相关的争议或索赔均应通过友好协商进行解决。

In the event that the Buyer is not located in the People's Republic of China, the dispute or claim shall be submitted to Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Center for arbitration.

如果买方不是位于中华人民共和国境内，该等争议或索赔应提交上海国际经济贸易仲裁委员会/上海国际仲裁中心进行仲裁。

In the event that the Buyer is located in the People's Republic of China, the dispute or claim shall be resolved by the people's court where Lincoln China is located.

如果买方位于中华人民共和国境内，该等争议或索赔应提交至林肯中国所在地人民法院予以解决。

During the litigation or arbitration proceedings, these Terms and Conditions and/or any Sales Orders, transactions, agreements, performance between Lincoln China and the Buyer in relation to the sale shall remain in full force and effect in all aspects except for the matter under trial or arbitration. The Parties hereto shall continue to perform their obligations thereunder, except for those obligations that are under dispute.

在诉讼或仲裁程序中，除正在进行诉讼或仲裁的事项外，该等条款和条件和/或任何林肯中国与买方之间有关销售的销售订单、交易、协议、履行仍完全有效。除有争议的义务之外，双方应继续履行该等条款和条件项下各自的义务。

In the event that any one or more of the provisions in these Terms and Conditions is deemed to be illegal, invalid or unenforceable in any respect under any applicable PRC law, the provision shall be deemed severed from the Terms and Conditions, and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The Buyer and Lincoln

China further agree that a provision similar in terms to the aforesaid invalid, illegal or unenforceable provisions as may be legal, valid or enforceable shall be incorporated into the Terms and Conditions so that the intentions of the Parties hereto expressed herein may be accomplished to the fullest extent possible. 若该等条款和条件中任一条款或多个条款根据中华人民共和国现行法律被认定为非法、无效或不可执行，该等条款应从该等条款和条件中分离，剩余条款的效力、合法性和执行力均不受其影响。买方和林肯中国进一步同意，为使双方的意志得到充分体现，与上述无效、非法或不可执行的条款类似的但可能合法、有效或可执行的条款应当纳入该等条款和条件。

### **APPLICABLE LAW**

#### **法律适用**

Unless otherwise outlined in these Terms and Conditions the interpretation and performance of these Terms and Conditions and the relevant Sales Orders, transactions, agreements, performance between Lincoln China and the Customer in relation to the sale shall be governed by the laws and regulations of the People's Republic of China.

除非本销售条款和条件另有规定，对该等条款和条件以及林肯中国和客户之间有关销售的销售订单、交易、协议、履行的解释和履行应适用中华人民共和国的法律法规。

### **MISCELLANEOUS**

#### **其他**

**Relationship of the Parties.** The Buyer shall be considered to be an independent contractor. The relationship shall not be construed to be that of employer and employee, nor to constitute a partnership, joint venture or agency of any kind. Unless otherwise specified under these Terms and Conditions, the Buyer agrees to pay, and shall solely bear, all of its incurred expenses in connection with these Terms and Conditions and/or any Sales Orders, transactions, agreements, performance between Lincoln China and the Buyer in relation to the sale, including without limitation all travel, lodging and entertainment expenses. The Buyer shall have no right to enter into any contracts or commitments in the name of, or on behalf of, Lincoln China, or to bind Lincoln China in any respect whatsoever.

**双方关系。** 买方应被视作独立合同方。该等关系不得被解释为雇主和雇员，也不构成任何合伙、合资或任何性质的代理关系。除非该等条款和条件另有规定，买方同意支付并单独承担所有与该等条款和条件和/或任何林肯中国和买方之间有关销售的销售订单、交易、协议、履行而产生的所有费用，包括但不限于所有交通、住宿和招待费用。买方无权以林肯中国的名义或代表林肯中国签订任何合同或做出任何承诺，也不得使林肯中国受该等合同或承诺的约束。