

Arc Welding Products Limited Warranty Policy 弧焊产品有限保修政策

Warranty Terms and Conditions should be checked at the time of purchase in regards to the specific product you have purchased. Information listed here is subject to change at any time.

在购买时应针对具体产品核对保修条款和条件。本政策中所列出的信息随时可能改变。

STATEMENT OF LIMITED WARRANTY

Lincoln Electric China (“Lincoln China”) including:

- a. The Shanghai Lincoln Electric Co., Ltd.
- b. The Lincoln Electric Heli (Zhengzhou) Welding Materials Co., Ltd.
- c. Lincoln Electric (Tangshan) Welding Materials Co., Ltd.
- d. The Nanjing Lincoln Electric Co., Ltd.
- e. Lincoln Electric (Jin Zhou) Welding Materials Co., Ltd.

Warrants to the Buyer (“Purchaser”) of all new welding equipment, accessories, electrodes, and flux (collectively called the “Goods”) that it will be free of defects in workmanship and material subject to certain limitations hereinafter provided. This warranty is void if Lincoln China or its Authorized Service Facility finds that the Goods have been subjected to improper installation, improper care, or abnormal operations.

有限保修声明

林肯电气中国 (“林肯中国”) 包括:

- a. 上海林肯电气有限公司
- b. 林肯电气合力 (郑州) 焊材有限公司
- c. 林肯电气 (唐山) 焊接材料有限公司
- d. 南京林肯电气有限公司
- e. 林肯电气 (锦州) 焊接材料有限公司

向买方 (“购买方”) 保证, 所有全新的焊接设备、焊接配件、焊条和焊剂 (统称 “货物”) 在工艺上和材料上没有缺陷。如果林肯中国或其授权的维修机构发现货物被进行不正确的安装及维护或不正常的操作, 此保修无效。

WARRANTY PERIOD ^{(1) (2)}

All warranty periods for welding equipment and accessories start from the date of purchase from Lincoln China, a Lincoln China Authorized Distributor, or Lincoln China Authorized Service Facility (collectively called the “Seller”) to the original Purchaser, or from the date of manufacture if proof of purchase is not available. All warranty periods for electrode, wire, and flux (collectively called “Consumables”) start from the date of shipment from the Lincoln China factory as evidenced by the commercial invoice covering the shipment. The

warranty periods are as follows:

保修期^{(1) (2)}

焊接设备和配件的保修期自客户从林肯中国, 林肯中国授权的经销商或林肯中国授权的维修机构 (统称 “卖方”) 购买之日开始, 如不能提供购买凭证则自生产日期开始。所有焊条, 焊丝和焊剂 (统称 “焊材”) 的保修期从林肯中国的商业发票所显示的货物出厂日期开始。保修期如下:

1 Year

- All non-inverter welding machines.
- All inverter welding machines
- All wire feeder’s motor.
- All Environmental Systems equipment, including portable units and central units (Does not include consumable items listed under 30-day warranty.)
- Arc welding and cutting robots, robotic controllers, and welding systems
- Replacement parts – exception: parts related to products listed under 90 and 30 day warranty terms.
- All stick welding electrodes, welding wire, and welding flux, provided that the storing and handling conditions recommended by the factory have been followed.

1 年

- 所有林肯的非逆变焊机
- 所有逆变焊机
- 所有送丝机马达
- 所有的环境系统设备, 包括便携式和中央设备 (不包括在 30 天保修期内的辅材。)
- 弧焊和切割机器人, 机器人控制器和焊接系统
- 更换零部件 – 除外: 在 90 天和 30 天保修条款中列出的零部件。
- 所有手工焊条, 焊丝和焊剂, 在遵循工厂推荐的储存和处理条件时。

90 Days

- Gun and cable assemblies, gas flow regulators, unattached options, welding accessories, and replacement parts.

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90 天

- 焊枪和电缆组件, 气体节流阀, 未附加选项, 焊接配件及更换零部件。

30 Days

- All consumable items that may be used with the environmental systems described above – including hoses, filters, belts and hose adapters.
 - Expendable consumable parts- Lincoln is not responsible for the replacement of any expendable part that is required due to normal wear.
- (1) Equipment manufactured for Lincoln China is subject to the warranty period of the original manufacturer, unless otherwise specified.
 - (2) All equipment or consumables manufactured by Lincoln factories other than Lincoln China (seller) are subject to the warranty policy and terms of the manufacturing subsidiary.

30 天

- 所有可用于上述环境系统的辅材 – 包括软管、过滤器、皮带和软管接头。
 - 易耗损件 – 任何由于正常磨损而需更换的易耗件, 林肯电气不承担责任。
- (1) 除非另有说明, 林肯中国生产的设备都享有原厂保修。
 - (2) 所有除林肯中国(卖方)由林肯工厂生产的机器或焊材都享受分厂的保修政策及条款。

CONDITIONS OF WARRANTY

TO OBTAIN WARRANTY COVERAGE:

The Buyer must contact Lincoln China, Lincoln China's Authorized Distributor, or Lincoln China's Authorized Service Facility, which is an independently owned facility, trained and contracted by the Lincoln China to perform services under warranty considerations about any defect claimed under Lincoln China's warranty.

保修条款

保修范围:

买方必须联系林肯中国, 林肯中国的授权经销商或者林肯中国的授权维修机构(由林肯中国培训并签约的独立机构)在林肯中国保修范围之内对所有故障索赔履行保修服务之义务。

Equipment and Accessories: Final determination of warranty on welding equipment and accessories will be made by Lincoln China or Lincoln China's Authorized Field Service Shop.

机器及配件: 林肯中国或林肯中国授权的维修机构拥有对焊接设备及配件的最终保修决定权。

Consumables: Determination of warranty on all electrode, wire, and flux will be made solely by Lincoln China. All Consumable product quality warranty claims will be investigated on a case-by-case basis pursuant to Lincoln China's Standard Warranty Procedures. After thorough investigation by Lincoln China, if it is determined that the claim is valid, Lincoln China will assume responsibility for the Goods under Lincoln China's standard warranty limitations herein contained.

焊材: 林肯中国完全拥有对所有焊条、焊丝和焊剂的最最终保修决定权。所有的焊材产品质量保修索赔将根据林肯中国的《标准质保程序》逐案进行调查。在林肯中国的全面深入调查之后, 如果确定该索赔成立, 林肯中国将根据本政策中林肯中国的标准保修限制对货物承担责任。

WARRANTY LIMITATIONS:

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 or by its Authorized Distributor. In respect of any claim under the warranty herein provided a Purchaser must furnish Lincoln China with written notice of any claim under the warranty within the time period of the warranty as further specified herein. The extent of Lincoln China's warranty, whether express or statutory, is limited to a liability to repair, replace or pay to the Purchaser an amount equal to:

- a) The cost of replacing the goods;
- b) The cost of obtaining equivalent goods; or

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- c) The cost of having the goods repaired whichever remedy in its absolute discretion Lincoln chooses.

保修限制:

某些法律规定的条款、保证及义务不能排除或修改(即“法定保证”)。适用法定保证时,任何林肯中国的“明示保证”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),不论明示或默示的,林肯中国或其授权分销商提供的货物不承担责任。对于任何索赔,采购方必须在保修期内提供书面索赔通知。林肯中国的保修范围,不论明示的或法定的,仅限于维修,更换或支付给采购方总额金相等于:

- a) 更换货物的费用
- b) 在获得同等货物的费用; 或
- c) 其修理费用, 林肯中国完全有权酌情处理。

Upon request by Lincoln China the Purchaser must permit Lincoln China to inspect the goods subject of any claim under this warranty and Lincoln China may at its absolute discretion repair or replace the goods F.O.B. 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 Purchaser. 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:

- a) Repairs done to Lincoln China's Goods and undertaken by the Purchaser outside Lincoln China's premises without written authority from Lincoln China obtained prior to any such repair;
- b) Any damage or failure of the Goods as a result of normal wear and tear, misapplication, neglect, misuse, abuse, or failure to properly service goods by any Purchaser.

按照林肯中国要求, 采购方必须允许林肯中国对索赔货物进行检验, 林肯中国完全有权酌情修理或更换已离岸货物, 或货物运至林肯中国及返回采购方所在地的运费问题, 或林肯中国指定的诸如此类方式, 相关费用应由采购商承担。在林肯中国提供明示或法定的

维修之前, 在以下情况下, 林肯中国没有责任进行任何关于产品制造和销售的维修:

- a) 在进行修理之前, 未获得林肯中国书面授权而在林肯中国之外擅自对货物进行修理;
- b) 由于正常磨损、采购方的使用不当、疏忽、滥用或维护不当而对机器造成的任何损坏或故障。

The liability of Lincoln China is limited as hereinbefore provided and Lincoln China shall not be liable for any incidental, special, or consequential damage suffered by a Purchaser (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 Purchaser or the use of Goods by a Purchaser whether based on breach of contract, negligence, or tort.

林肯中国按上述规定承担相应维修义务, 但对于任何偶然的、特殊的或由采购商所导致的间接损坏(包括但不限于任何利润损失), 林肯中国则不予承担; 无论是否为林肯中国已知的或预见到的情况下发生, 尤其是在供应货物给采购商以外情况下发生的, 采购方在违约、疏忽或侵权的情况下使用机器设备时出现问题时, 林肯中国不予承担维修义务。

OBSOLESCENCE:

Lincoln China is committed to supplying and stocking replacement parts for at least five years beyond the latest manufacturing date of the original equipment.

设备停产:

林肯中国承诺为原机器从其最后生产日期开始供应并库存至少五年的替换零部件。

PATENT INDEMNITY:

Lincoln China agrees to defend any suit, proceedings or counterclaim against the Purchaser for the infringement of any legally issued and recognized patent by:

- (1) Any Goods, of whatever kind, or any part thereof, made to Lincoln China's design or specifications but only in the form, state or condition supplied under this contract or
- (2) any use of such Goods where the Goods constitute a material part of any patented method of such patent and are not a staple article or commodity of commerce suitable for

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substantial non-infringing use; but only on the conditions that Lincoln China is (1) notified promptly in writing of any charges of infringement,

- (2) Given authority to direct and control the defense of such charge or suit, and
- (3) Furnished such information and assistance, at Lincoln China's expense, as may be necessary for such defense, and Lincoln China shall pay all costs and damages awarded therein against the Purchaser. This agreement does not apply to the combination of the Goods supplied under this contract with Goods not supplied by Lincoln China or any process involving such combinations.

专利赔偿:

林肯中国同意为采购商辩护任何法律诉讼、行政程序或反诉若其设备侵犯了如下专利权:

- (1) 任何种类的货物, 或其任何部分, 按照林肯中国的设计或规格但仅在本合同提供的形式、状态或条件
- (2) 该货物的使用在组成部分有任何专利方法, 但不是主要因素或非侵权用途的商品。但在以下情况下, 林肯中国 (1) 及时得到侵权费用的书面通知 (2) 被授权指导并控制此诉讼行为
- (3) 得到提供的信息和协助, 由于这样的辩护是必要的, 林肯中国应支付一切费用及可能给采购方造成的损失。本协议不适用根据此合同供应的货物和非林肯中国提供的货物组合, 或任何包括此类组合的过程。

If at any time such Goods, or any part thereof, or their use, are considered by Lincoln China to constitute infringement, Lincoln China may, at its own expense, either (1) procure for the Purchaser the right to continue using such goods, or (2) modify them so they become non-infringing, or (3) remove them and refund the purchase price and transportation costs thereof, if any. The foregoing states the entire liability of Lincoln China for patent infringement by such Goods or their use.

如果此类货物, 或其零件, 或其用途, 在任何时候林肯中国被视为构成侵权时, 林肯中国可承担, 或者 (1) 为采购方获得继续使用这些产品的权力, 或 (2) 修改它们为非侵权, 或 (3) 撤回并退还采购方货款及由此产生的任何运输费用, 以上陈述了林肯中国为避免产品或使用造成专利侵权的整个维修义务。

CUSTOMER ASSISTANCE POLICY:

The business of Lincoln China is manufacturing and selling high quality welding equipment and consumables. Lincoln China's challenge is to meet the needs of our customers and to exceed their expectations. On occasion, a Purchaser may ask Lincoln China for information or advice about their use of our products. Lincoln China employees respond to inquiries to the best of their ability based on information provided to them by the customers and the knowledge they may have concerning the application. Lincoln employees, however, are not in a position to verify the information provided or to evaluate the engineering requirements for the particular activity. Accordingly, Lincoln China does not warrant, guarantee or assume any liability with respect to such information or advice. Moreover, the provision of such information or advice does not create, expand, or alter any warranty on our 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 Purchaser's particular purpose is specifically disclaimed.

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 Purchaser. Many variables beyond the control of Lincoln affect the results obtained in applying these types of fabrication methods and service requirements.

客户协助政策:

林肯电气公司是一家制造和销售高质量焊接设备、焊材和切割设备的企业。本公司致力于满足客户的需求并超越其期望值。有时买方可能会就使用林肯电气公司产品的情况向本公司咨询有关信息和建议, 本公司将依据我们所掌握的最佳信息及时给予答复。但是林肯电气公司对于所提供的建议信息不提供任何保证, 不承担任何责任。同时, 我们也不会做任何形式的任何保证, 包括对客户特别目的适应性的保证。实际上, 一旦信息或者建议被提供, 当资料被更新或者变更后, 我们不承担任何责任, 也不会提供更新后的信息或者建议, 也不能扩大和更改产品销售上的保证。林肯电气公司是一个积极满足客户需求的制造商, 但是对林肯电气产品的选择和使用是由客户自己控制的, 客户对自己的选择是要负全部责任的。超出林肯电气公司控制范围的许多因素, 会影响到应用这种类型制造方法和服务要求所产生的结果。

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FORCE MAJEURE:

Lincoln China shall not be liable to the Purchaser for any delay in any performance or for failure to render any performance, and any such delay or failure shall for all purposes be excused, when such delay or failure is directly or indirectly caused by governmental laws or regulations (whether or not valid); acts of war; acts of government; acts of God; acts of terrorism; sabotage; civil disturbances; strikes or other labor disturbances; equipment failure; the inability to procure raw materials, power, equipment, labor or other supplies on an economic basis; explosions; accidents; transportation delays or shortages; floods; landslides; epidemics; or similar or dissimilar events which events are beyond the reasonable control of Lincoln China, in any of the foregoing cases whether or not foreseeable (collectively, "Force Majeure Events"). In expansion, and not limitation, of the foregoing, a Force Majeure Event shall be deemed to delay or prevent performance if it directly or indirectly causes the timely performance by Lincoln 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 order for products was accepted by Lincoln China. This paragraph supplements, and does not replace, any remedies available to Lincoln China under the uniform Commercial Code.

不可抗力:

林肯中国在以下情况对采购方不履行维修义务, 如采购方在机器性能出现问题时拖延申请维修时间, 或由于操作错误而使机器性能出现问题, 或由于当地法律法规(不论是否有效)直接或间接导致这样的延误或故障; 或由于战争行为; 政府行为; 宗教行为; 恐怖主义行为; 蓄意破坏; 社会动乱; 罢工或其他劳工闹事; 设备故障; 由于经济原因而造成的原材料、动力、设备、劳动力或其他用品短缺; 爆炸; 事故; 交通运输延误或缺乏; 洪水; 塌方; 流行病; 或超出

林肯中国合理控制范围的类似或不同的事件, 或任何其他不可预见情况下发生的(统称为“不可抗力事件”)。此外, 不限于上述情况, 如果直接或间接导致林肯中国的任何义务的及时履行, 不可抗力事件应被视为延误或阻止的表现。在本段文字所述范围内, 为能避免或解决这样的任何不可抗力事件, 或未采取合理的商业措施包括资金的花费来避免或解决这样事件的发生, 林肯中国不应被否认未履行该义务。当任何上述事件或情况发生时, 林肯中国有权酌情在其客户中分配产品。即使在林肯中国发生不可抗力事件, 林肯中国所接受产品特定订单的时间内, 本段文字应有效并适用。根据《统一商法典》, 本段文字补充但不取代任何林肯中国补救办法。