

# TERMS AND CONDITIONS

Welcome to the website of Wayne Trail Technologies, Inc., a Lincoln Electric Company (“Lincoln,” “Lincoln Electric,” “Company,” “we” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the “Terms of Use”), govern your access to and use of [www.tennrand.com](http://www.tennrand.com), including any content, functionality and services offered on or through [www.tennrand.com](http://www.tennrand.com) (the “Website”). Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by the Terms of Use. If you do not want to agree to the Terms of Use, you must not access or use the Website.

The Website has been prepared solely for the purpose of providing information about Lincoln Electric® and the services and products it offers and promoting the understanding and safe use of electric arc welding. The Website has been compiled in good faith by Lincoln Electric. However, no representation is made as to the completeness or accuracy of the information it contains. In particular, you should be aware that this information may be incomplete, may contain errors or may have become out of date. Lincoln Electric reserves the right to add, modify or delete any information at the Website at any time.

## **Conduct on the Website**

Some areas of the Website may require that you register and log in. You are responsible for protecting your username and password. Additionally, we may rely upon any communications it receives on the Website under your login. Notify us immediately if you have reason to believe your login has been or may be used by someone not authorized to do so.

The Website includes online forums on which the Company’s customers can share information (“User Contributions”) about arc welding and their arc welding projects. Users who participate in the forums agree that all posts made on any forum on the Website is not private information and that when posted it will be publicly available to any user on the Website. By providing any User Contribution on the Website, you grant us and our affiliates (and our respective licensees, successors and assigns) the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose. By providing User Contributions, you represent and warrant that you own or control all rights to such User Contributions and have the right to grant the license granted above. All posts are subject to review and any content deemed in the Company’s sole judgment to be inappropriate, offensive or inconsistent with the purpose for the forum may be deleted or the posting may be deleted in whole or in part. Users who post such content may be prohibited from further use of the forums or the Website.

We are not responsible (or liable to any third party) for the content or accuracy of any User Contributions posted by you or any other user of the Website. We make no representation or warranty as to the content or accuracy of any User Contributions and hereby disclaim any such representation or warranty.

## **Linking Policy**

The Website contains links to other websites which may provide information of interest to you. Links to such websites are provided as a convenience. Their content may be accessed and used by you solely as permitted by the owner of the websites and in accordance with the terms of use for those websites.

## **Use of Materials on the Website**

In consideration for being granted the right to access and use the Website, you agree that your use shall be in compliance with the various policies and terms of use as stated by the Company on the Website. You may access, copy, download and print the information on the Website for personal,

non-commercial use, educational use or to promote or use the Company's products. Any other use of content on the website such as publication, or distribution is prohibited unless express written permission is obtained from the Company. This Legal Notice and Terms of Use and other policies posted on the Website constitute the entire agreement between you and the Company relating to your use of the Website.

### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation including, without limitation, any laws regarding the export of data or software to and from the US or other countries.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To corrupt or misuse any data, personal information or User Contributions that may be submitted to or accessed through the Website.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

### **Content Standards**

These content standards apply to any and all User Contributions. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.

- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Conduct any commercial activities, such as marketing, promoting or selling products or services or contests, sweepstakes and other such promotions.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion, including failing to comply with the Content Standards or engaging in any Prohibited Use.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.
- Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.

However, we do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Copyright Infringement**

If you believe that any User Contributions violate your copyright, please see our [Copyright Policy](#) for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

### **Trademarks and Copyrights**

All content on the Website is the exclusive property of the Company and is protected by copyright, trademark and other applicable laws. Trademarks and service marks on the Website are the property of the Company and other third parties. Except as expressly permitted by these Terms of Use or in writing by the Company or third party owner, no right is granted to use such trademarks or service marks. You may not delete any copyright, trademark or other legal or proprietary notice in the information that you print, download or use.

### **Customer Assistance Policy**

The business of the Company is manufacturing and selling high quality welding equipment, consumables, and cutting equipment. Our challenge is to meet the needs of our customers and to exceed their expectations. On occasion, purchasers may ask the Company for information or advice about their use of our products. Our 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. Our employees, however, are not in a position to verify the information provided or to evaluate the engineering requirements for the particular weldment. Accordingly, the Company does not warrant or 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 customers' particular purpose is specifically disclaimed.

The Company is a responsive manufacturer, but the selection and use of specific products sold by the Company is solely within the control of, and remains the sole responsibility of the customer. Many variables beyond the control of the Company affect the results obtained in applying these types of fabrication methods and service requirements.

### **Safe Harbor Statement**

The materials at this and other Lincoln Electric websites may contain various forward-looking statements and include assumptions concerning Lincoln Electric's operations, future results and prospects. These forward-looking statements are based on current expectations and are subject to risk and uncertainties. In connection with the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, Lincoln Electric provides the following cautionary statement identifying important factors which, among others, could cause the actual results or events to differ materially from those set forth or implied by the forward-looking statements and related assumptions. Such factors include the following: (1) successful implementation of new information systems; (2) developments in product liability litigation; (3) demands of the competitive global economy that may generate new or enhanced competitors; (4) growth opportunities (or lack thereof) in international markets; (5) the cyclicity and maturity of the welding industry; (6) changing operating factors that could affect production by impacting labor or materials; and (7) successful development of new products; (8) possible new developments in the technology of joining metals. These and other risks are discussed in greater detail in the Lincoln Electric periodic reports filed with the Securities and Exchange Commission.

The reports filed by Lincoln Electric with the Securities and Exchange Commission and listed on the Website speak only as of the respective dates on which they are filed or used by Lincoln Electric. The contents of those reports can become out-of-date. Lincoln Electric makes no commitment, and disclaims any duty, to update any of those reports.

### **Environmental, Health, and Safety Policy**

Lincoln Electric is committed to minimizing risks to human health and the environment in and around the workplace. More specifically, Lincoln is dedicated to maintaining the health and safety of its employees, customers and neighbors, as well as preserving the integrity of our environment. This commitment is supported by management and is the individual and collective responsibility of all Lincoln Electric employees.

We will achieve these goals through our EHS system and strive for continual improvement by:

- Education and training to institutionalize EHS values throughout the company;
- Setting EHS objectives and monitoring progress to improve employee health and safety and reduce adverse environmental impacts;
- Raising EHS awareness of all employees and stressing personal accountability throughout the Lincoln organization;
- Complying with or exceeding all applicable EHS regulatory requirements; and
- Conserving natural resources through pollution prevention, energy conservation and waste minimization.

### **Privacy Statement**

We have adopted this privacy statement in order to demonstrate our firm commitment to the privacy of certain information provided to it by customers and potential customers who use the Website. This policy states the Company's policy regarding information collection and dissemination practices for the Website: [www.arcproducts.com](http://www.arcproducts.com). By using the Website, you consent to all actions taken by us with respect to your information. This site contains links to other sites. The Company does not

control and is not responsible for the operation of such websites and refers you to the privacy practices stated on such websites.

### **Information Collected**

Lincoln collects information supplied by individuals who use the Website for the purpose of providing information or updates about Lincoln or its products or arc welding to such individuals. We may also use personal information you submit for internal purposes including the administration of our websites, data analytics and compliance with law or legal process and the Lincoln's policies and procedures. Examples of the information collected and purposes for which it is requested follow:

### **Contact Us and Ask the Experts**

We collect your name, address, phone number and email address along with any inquiry or comment you may wish to submit to the Company for the purpose of replying to your inquiry.

### **Cookies, etc.**

Lincoln tracks information about the visits to the Website through various methods, including the use of cookies. These statistics are used internally to better provide services to users and are not provided to other organizations. Lincoln may also use your IP address to help diagnose problems with our server and to administer the Website.

### **Marketing and Other Information**

Lincoln publishes various information about Lincoln products and arc welding, such as send ads, videos, contests, rebates and e-newsletters, which we email to users of the Website or to other individuals they identify to us. Recipients may opt out or unsubscribe from such information here.

### **Questionnaires and Surveys**

Lincoln may ask users of the Website to complete optional online surveys and opinion polls for the purpose of obtaining their input relating to our present or planned products and their use. These surveys help us to better meet your needs. In conducting these surveys we may ask you to provide your name and contact information.

### **Product, Accessory and Extended Warranty Orders**

If you purchase products from the Website, we ask for your contact, shipping and billing information. You will also be asked to provide your credit card number and security code solely to our credit card processing vendor, 3Delta Systems (3dsi.com), for purposes of payment. Lincoln will not have access to or store your credit card information. You may also register your Lincoln product here so we can provide information updates to you.

### **Locating a Distributor**

If you use the Website to locate a nearby Lincoln distributor, we will ask you for a location, including zip code. This information may be retained and analyzed for statistical business reasons.

### **Customer and Investor Updates**

Lincoln may ask you to provide contact information so that updates to our products, material safety data sheets (MSDS), safety and corporate investor information may be sent to you.

### **Children's Privacy**

The Website is not directed to children under the age of thirteen and we do not knowingly collect personal information from children. We will ask you to confirm that you have not and will not provide such information to us or in postings on the Website when you register. If we become aware that such information has been provided or posted on the Website, we will delete it from our records. Notice: When Personal Information is collected, Lincoln will inform individuals of the purpose for which it collects and uses Personal Information and the types of third parties to which the company discloses or may disclose that information. Lincoln will provide individuals with the choice and means for limiting the use and disclosure of their Personal Information. Notice will be provided in clear and conspicuous language when individuals are first asked to provide Personal Information to Lincoln, or as soon as practicable thereafter and, in any event, before Lincoln uses or discloses the information

for a purpose other than that for which it was originally collected.

Choice: Lincoln will offer individuals the opportunity to choose (Opt Out) when their personal Information is (1) to be disclosed to a third party or (2) to be used for a purpose other than the purpose for which it was originally collected or subsequently authorized by the individual. Sensitive Personal Information is not knowingly collected on the Website. It is Lincoln's policy that any individual providing Sensitive Personal Information to it will have the opportunity to explicitly consent (Opt Out) to the disclosure of such information for a purpose other than the purpose for which it was originally collected or subsequently authorized by the individual.

The Website provides users with the opportunity to opt-out of receiving communications from us at the point where we request Personal Information.

The Website also gives users the following options for opting not to receive future communications from Lincoln:

1. Remove your name from our subscription list; and
2. E-mail us your request to unsubscribe.

### **Updating Personal Information**

The Website provides you the option to update or correct information previously provided by logging into your account and clicking User Admin Center and then My Profile to access your Personal Information and correct, amend or delete inaccurate information.

### **Information Transfer**

The Lincoln Electric Company does not sell any personal information or email addresses collected on the Website. It also does not share this information with third parties not directly affiliated with Lincoln Electric.

### **Data Security**

Lincoln will take reasonable steps to protect the Personal Information it collects from loss, misuse, unauthorized access, disclosure, alteration and destruction. Lincoln has put in place appropriate physical, electronic and managerial procedures to safeguard and secure the Personal Information it collects from loss and misuse, unauthorized access or disclosure, alteration or destruction. Lincoln cannot guarantee the security of information on or transmitted via the Internet.

### **Data Integrity**

Lincoln will only process Personal Information in a way that is compatible with and relevant to the purpose for which it was collected or authorized by the individual. To the extent necessary for those purposes, Lincoln will take reasonable steps to ensure that Personal Information is accurate, complete, current as provided and reliable for its intended use.

### **Enforcement**

Lincoln uses a self-assessment approach to assure compliance with this privacy policy and periodically verifies that the policy is accurate, prominently displayed, comprehensive for the information intended to be covered, implemented as stated and in conformity with the Principles. If you have any concerns about the privacy of information you have provided to Lincoln, please email us. Lincoln will investigate and attempt to resolve any complaints you have and any disputes regarding the use and disclosure of your Personal Information in accordance with this policy.

### **Contacting Us**

If you have any questions about this privacy statement, the practices of the Website or your dealings with the Website, you can email us or contact us at the following address:

Webmaster

The Lincoln Electric Company  
22801 St. Clair Avenue  
Cleveland, OH 44117

### **DISCLAIMER OF WARRANTY**

LINCOLN ELECTRIC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES IMPLIED FROM A COURSE OF DEALING OR PERFORMANCE OR THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE WEBSITE WILL BE SECURE, THAT THE SITE OR THE SERVER THAT MAKES THE WEBSITE AVAILABLE WILL BE VIRUS-FREE, OR THAT INFORMATION ON THE SITE WILL BE COMPLETE, ACCURATE OR TIMELY. IF YOU RELY UPON OR DOWNLOAD ANY MATERIALS FROM THE WEBSITE, YOU DO SO AT YOUR OWN RISK. NO ADVICE OR INFORMATION WHETHER ORAL OR WRITTEN OBTAINED BY YOU FROM LINCOLN ELECTRIC OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY OF ANY KIND.

IN CERTAIN JURISDICTIONS, THE LAWS MAY NOT PERMIT THE DISCLAIMER OF WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

### **LIMITATION OF LIABILITY**

BY ACCESSING AND USING THE WEBSITE, YOU AGREE TO ASSUME FULL RESPONSIBILITY FOR SUCH USE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. YOU AGREE THAT USE OF THE WEBSITE IS SOLELY AT YOUR RISK AND YOU AGREE TO ASSUME THAT RISK. YOU AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW AND SUBJECT TO THE LINCOLN ELECTRIC PRIVACY POLICY AS STATED IN THESE TERMS OF USE, NEITHER LINCOLN ELECTRIC NOR ITS AFFILIATE COMPANIES OR CONTENT PROVIDERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATED TO THE WEBSITE OR ANY INABILITY TO USE THE WEBSITE, INCLUDING LINKS TO OTHER WEBSITES, OR ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF INFORMATION YOU SEND TO US. THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY DAMAGES OR INJURY ARISING FROM ANY UNAUTHORIZED ACCESS TO, MISUSE, ALTERATION, THEFT, DESTRUCTION OR LOSS OF ANY RECORD OR DATA, FAILURE OF PERFORMANCE, ERROR, OMISSION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, COMPUTER VIRUSES, FILE CORRUPTION, LOSS OF PROFITS.

### **TIME LIMITATION FOR CLAIMS**

YOU AGREE THAT ANY CLAIM OR DISPUTE ARISING OUT OF YOUR USE OF OR RELATED TO THE WEBSITE MUST BE COMMENCED NO LATER THAN ONE (1) YEAR AFTER THE CLAIM ACCRUES OR IT IS PERMANENTLY BARRED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR A PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### **Amendments**

Lincoln's Terms and Conditions of Sale and this Legal Notice and Terms of Use, including the Privacy Policy, may be amended from time to time without further notice and consistent with legal requirements, including the Safe Harbor relating to Privacy or Lincoln's business requirements. All changes are effective immediately when we post them and apply to all access and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so that you are aware of any changes, as they are binding on you

### **Applicable Law**

The laws of the state of Ohio shall govern the interpretation and application of all terms of use for the Website. By accessing and using the Website you agree that all legal claims or disputes arising from

your use of the Website shall be exclusively filed in the courts of the State of Ohio located in Cuyahoga County, Ohio.

**Geographic Restrictions**

The owner of the Website is based in the State of Ohio in the United States. We provide the Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.