



International Terms and Conditions of Sale

GENERAL: The following terms and conditions apply to all sales to customers outside the U.S. and Canada from Victor Technologies brands and business units (collectively, "Victor Victor Technologies") unless specifically noted. No provision, printed or otherwise, contained in any order, acceptance, confirmation, acknowledgment or other similar form that is inconsistent with, different from or in addition to these Terms and Conditions of Sale (these "Terms") is accepted by Victor Technologies unless specifically agreed to in writing by Victor Technologies. No changes to any of these Terms, to the scope of an order or to the price of any Victor Technologies products or goods ("Goods") shall be binding on Victor Technologies until accepted in writing by Victor Technologies. All inquiries should be directed to Customer Care.

PRICING & POLICIES: Victor Technologies is committed to providing purchaser's of our Goods (individually a "Buyer" and collectively "Buyers") with advanced notice of price changes whenever possible. Victor Technologies reserves the right, however, to change prices and sales policies without notice. Proforma quotations will be valid for 60 days from issuance unless otherwise amended. Orders with specified shipping dates (deferred orders) will be invoiced at time of shipment. Victor Technologies reserves the right to sell to any other party. Any manufacturer's tax, occupation tax, use tax, import tax, duty, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Victor Technologies and Buyer shall be paid by the buyer in addition to the prices quoted or invoiced. Buyer shall reimburse Victor Technologies for any such tax, fee or charge paid by Victor Technologies. **STOODY® ONLY:** For products manufactured to customer specifications, Stoodly may deliver up to 10% above or below the purchase quantity to complete the order.

PROFORMA: A Proforma quotation will be furnished upon request to Victor Technologies Customer Service.

PAYMENT TERMS: All payments are to be in US Dollars unless otherwise specified in writing. It is the policy of Victor Technologies to require Letters of Credit (L/C) or cash for all shipments, which are exported. Alternative payment terms may be arranged upon submission of appropriate credit application and financial information. Letters of Credit are to be established under the Terms and Conditions established by Victor Technologies. Contact Victor Technologies Customer Service for further details. It is requested that the L/C be stated so as to allow ten percent (10%) above the L/C amount for variations. This will avoid unnecessary amendments to the L/C. Buyer's failure to make payment when due shall be considered a material breach of the order and these Terms and Conditions. Penalties for delinquent accounts, may include, but not be limited to, loss of open account status, shipments being made only on a cash in advance or C.O.D. basis, or discontinuation of supply. Buyer further agrees that Victor Technologies, at its sole option and without incurring any liability, may also suspend its performance until such time as the overdue payment is made or Victor Technologies receives assurances, adequate in Victor Technologies' opinion, to indicate that payment shall be promptly made. In the event of such suspension, the delivery schedule and order price shall be equitably extended and increased taking into account the delay and costs resulting from such suspension. Buyer shall promptly pay Victor Technologies for all costs and related overhead costs arising from such suspensions. Buyer shall further be responsible for all expenses relating to any efforts made by Victor Technologies to collect payment, including but not limited to Victor Technologies' attorneys' fees, regardless of whether litigation is commenced. Payments due hereunder shall in no event be subject to set-off for any reason, including, but not limited to, any warranty claims or any claims that concern another order or business arrangement between the parties. Waivers of lien by Victor Technologies shall be contingent upon Victor Technologies being in receipt of all payments as and when they become due.

OBLIGATIONS OF BUYER: Buyer is solely responsible for identifying and defining all processes and mechanical considerations that may affect the performance, reliability, or operation of the Goods furnished by Victor Technologies. Victor Technologies' quotation and any sale is based upon

the covenant by Buyer that all the information and data provided to Victor Technologies by or for Buyer is complete, accurate and does not contain information that is misleading.

MINIMUM ORDER: The minimum billing for each Victor Technologies order is \$500 U.S. (after any applicable discounts). Repair parts are exempt from minimum billing requirements.

TECHNICAL ASSISTANCE: It is expressly understood that any services or technical assistance furnished by Victor Technologies will be addressed in a separate written agreement between the parties. In no event will any such services or technical assistance provided by Victor Technologies constitute a waiver by Victor Technologies of any of these terms and conditions or affect or expand Victor Technologies' obligations under these terms and conditions, the order or any contractual arrangement.

COLLECT SHIPMENTS: Unless otherwise agreed, for collect shipments, Buyer is responsible for arranging and paying for all shipping, freight, forwarding, handling and insurance costs.

FREIGHT/SHIPPING POLICY; INLAND FREIGHT ALLOWANCE: INCOTERMS 2000 apply, except as otherwise agreed in writing. U.S. Inland freight charges will be prepaid on ocean/air/truck orders with a net billing value of over US\$750.00. For orders under US\$750.00, a freight charge added to the invoice. Special delivery courier orders are shipped ex works with all freight charges to the Buyer's account. All shipments are FCA freight forwarder's U.S.A. warehouse, unless otherwise stated (LAFTA orders: Victor Technologies bonded warehouse). Title to Goods will pass to Buyer when the Goods leave Victor Technologies docks. With respect to all orders with shipping arranged and/or paid by Victor Technologies, Buyer appoints Victor Technologies as agent and assignee in any claims against courier or inland freight shipper. Victor Technologies reserves the right to select the lowest cost method of inland transportation. If the Buyer desires an alternative method of transportation or routing, Victor Technologies will ship as requested and add the cost to the invoice. Victor Technologies reserves the right to select international carriers and/or forwarders if the Buyer's requested method will delay shipments.

CLAIMS: Claims of short or otherwise non-confirming shipments not received by Victor Technologies within 30 days following the receipt of goods shall be deemed waived.

LIMITED WARRANTY: All Victor Technologies products are covered by a limited warranty as detailed in the applicable pricing and product literatures. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED HEREIN; VICTOR TECHNOLOGIES EXTENDS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS GIVEN AS TO THE CAPACITY, EFFICIENCY OR PERFORMANCE OF THE GOODS, EXCEPT AS MAY BE EXPRESSLY AGREED TO BY THE PARTIES IN WRITING. The parties agree and acknowledge that to the extent the goods are covered by a limited warranty as provided in the pricing and product literatures, said warranty will be null and void if: (a) the goods were not stored, installed, maintained or operated in accordance with best accepted U.S. industry practice and any specific instructions provided by Victor Technologies; (b) the goods were subject to any accident, misapplication, environmental contaminant, corrosion, abrasion, abuse or misuse; (c) Buyer used, repaired, or modified the goods after discovery of the defect without Victor Technologies' prior written consent to continue to use; or (d) Buyer fails to permit Victor Technologies to examine the Goods and operating data or fails to furnish routine operating data sufficient to determine the nature of the defect claimed.

RETURNED PRODUCT PROCEDURE: PRIOR to returning any product, the Buyer must contact Victor Technologies Customer Service to request a Returned Goods Authorization (RGA) and provide a written list of the products to be returned. Victor Technologies will review the list of items for eligibility and issue a Returned Goods Authorization (RGA) number, which should be noted on all returned goods and replacement order documentation. All returned products must be shipped directly to the original factory. Upon receipt of the products, the appropriate division will

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International Terms and Conditions of Sale

inspect the items and issue credit less restocking and any other applicable charges. A replacement order must be received before credit can be issued. Product received without an RGA number will be returned, freight collect, to the Buyer. If the product does not meet applicable specifications, Victor Technologies will pay the freight. All other instances will be the responsibility of the Buyer.

WARRANTY RETURN: Contact Customer Care for assistance: +1.940.381.1212.

LIMITATION OF LIABILITY: VICTOR TECHNOLOGIES'S LIABILITY IS LIMITED TO THE PRICE ALLOCABLE TO THE GOODS DETERMINED DEFECTIVE AND IN NO EVENT WILL VICTOR TECHNOLOGIES'S CUMULATIVE LIABILITY BE IN EXCESS OF THE TOTAL ORDER PRICE, WHETHER ARISING UNDER WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES WHATSOEVER. THIS LIMITATION SHALL BE INCLUSIVE OF ALL INSURANCE, BOND AND LETTER OF CREDIT PROCEEDS, WHICH MAY BE PAID TO BUYER BY THE INSURERS, SURETIES OR BANKS OF VICTOR TECHNOLOGIES. THIS ARTICLE SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS STATED ELSEWHERE. VICTOR TECHNOLOGIES WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFIT OR BUSINESS INTERRUPTION, WHETHER ARISING UNDER WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION OR ANY OTHER CAUSE OR COMBINATION OF CAUSES WHATSOEVER. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BUYER'S REMEDIES ARE SPECIFICALLY LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE GOODS AND ARE EXCLUSIVE OF ALL OTHER REMEDIES. SHOULD THESE REMEDIES BE FOUND INADEQUATE OR TO HAVE FAILED THEIR ESSENTIAL PURPOSE FOR ANY REASON WHATSOEVER, BUYER AGREES THAT RETURN OF THE TOTAL ORDER PRICE TO IT BY VICTOR TECHNOLOGIES SHALL PREVENT THE REMEDIES FROM FAILING THEIR ESSENTIAL PURPOSE AND SHALL BE CONSIDERED BY BUYER AS A FAIR AND ADEQUATE REMEDY.

PROPRIETARY INFORMATION: Buyer agrees that any data, such as Victor Technologies' specifications, drawings, and information (including, without limitation, designs, reports, documentation, manuals, models, process information, and the like), revealed by Victor Technologies to Buyer and containing proprietary information marked or identified as proprietary, shall be kept in confidence by Buyer with at least the same care and safeguard as are applied to Buyer's own proprietary information. Such data shall not be duplicated, disclosed to others, or used without the written permission of Victor Technologies. These obligations shall not apply to any information which is in or comes into the public domain without violation of this agreement; or is received lawfully by Buyer from a third party subsequent to this agreement; or is developed by Buyer independently and without benefit of information received from Victor Technologies.

PATENT INDEMNITY: In lieu of any other warranty by Buyer or Victor Technologies against patent infringement, statutory or otherwise, it is agreed that Victor Technologies shall defend at its expense any suit against Buyer or its customers based on an allegation that the per se furnished by Victor Technologies infringe any United States Letters Patent, and shall pay damages finally awarded in any such suit, provided that Victor Technologies is notified in writing of the suit and given authority, information and assistance at Victor Technologies' expense for the defense or settlement of same. If the use of said products is enjoined in such a suit, Victor Technologies at its sole election, procure either for the Buyer or its customers the right to use said products; or substitute an equivalent product acceptable to Buyer and extend indemnity thereto; or modify same to render them non-fringing; or refund the purchase price to Buyer.

EXPORT SALES; COMPLIANCE WITH LAW: U.S. export control laws, regulations and orders, and the export/import control laws and regulations

of other countries apply to Victor Technologies Goods. Buyer will not, directly or indirectly, export or divert any Goods, related technology and/or documentation to any third party or country where such export or transmission is restricted or prohibited by U.S. law or other applicable law. Buyer is solely responsible to obtain any license to export, re-export, or import as may be required. All drawbacks of the duties paid on items entering into the manufacture of the products delivered hereunder shall accrue to Victor Technologies, and the Buyer agrees to furnish Victor Technologies with all documents necessary to obtain payment of such drawbacks and to cooperate with Victor Technologies in obtaining such payment. Buyer shall comply fully with all economic sanctions and export control laws and regulations of the U.S., including without limitation those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), the U.S. Commerce Department's Bureau of Industry and Security, and the U.S. State Department's Directorate of Defense Trade Controls. Buyer covenants that it shall not, directly or indirectly, sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise dispose of any goods or services manufactured or sold by Victor Technologies, to any person, entity, or destination, or for any activity or use prohibited by the laws or regulations of the U.S., including without limitation, regulations issued by OFAC, the U.S. Export Administration Regulations, and the U.S. International Traffic in Arms Regulations. Buyer shall not take any action prohibited or penalized under the laws of the U.S. or any applicable foreign jurisdiction, including without limitation, the anti-boycott laws administered by the U.S. Commerce and Treasury Departments. Buyer warrants that neither it nor any person or entity acting on its behalf shall: (i) make or offer to make improper payments, bribes or gifts (in whatever form) to public officials in order to secure a business advantage or favor, and/or (ii) act in a manner as to cause Victor Technologies to be in violation of any applicable law, including, without limitation, anti-corruption and anti-money laundering laws in the U.S. or any foreign jurisdiction.

STOODY ONLY: TEST CHARGES - Additional charges are necessary on military, nuclear or special certification requirements. Check with Stoodly Company's Customer Service Department for details. CERTIFICATION - AWS and MIL certification requests must be made at time order is placed. AWS and MIL compliance cannot be certified after shipment.

MISCELLANEOUS. Buyer shall not assign its obligations hereunder without the prior written consent of Victor Technologies. These Terms shall be binding upon and inure to the benefit of the parties hereto, who shall be deemed independent contractors, and to their successors and assigns. Any delay or failure in the enforcement of these terms shall not constitute a waiver of rights. Victor Technologies shall retain legal title to goods until full payment is received by Victor Technologies. These Terms are severable and the invalidity or unenforceability, in whole or in part, of any provision shall not impair or affect the remainder of that provision or other provisions. The paragraph headings herein are for convenience only and shall not be deemed to affect in any way the language of the provision to which they refer. These Terms shall be construed and the legal relations of the parties shall be deemed in accordance with the laws of the State of Missouri, U.S.A. The Convention on the International Sale of Goods shall not apply. The parties consent and will submit to the state jurisdictions of St. Louis County, Missouri, U.S.A. and federal jurisdiction of the Eastern District of Missouri.

As of May 22, 2012

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