

Lincoln Industries

Terms of Service

Effective Date: April 25th, 2025

Welcome to Lincoln Industries.

These Terms of Service ("Terms") govern your access to and use of our website, our products and related services provided by Lincoln Industries. Please read these Terms carefully as they contain important information regarding your rights and obligations when using the Site (as defined below), purchasing our products and related services. By accessing or using the Site, you agree to be bound by these Terms. If you do not agree with any part of these Terms, please discontinue using the Site immediately.

1. Definitions

For the purposes of these Terms, the following definitions apply:

- a. "Site": Refers to Lincoln Industries' website, including all its webpages, content, and features, accessible at <https://lincolnindustries.com/>.
- b. "Lincoln Industries," "We," "Us," or "Our": Refers to Lincoln Industries including its officers, directors, employees, and affiliates.
- c. "You" or "User": Refers to any individual or entity who accesses, browses, or uses the Site or products and related services provided through the Site.
- e. "Services": Refers to all services provided by Lincoln Industries, including but not limited to metal finishing, coatings, tube fabrication, supply chain management, engineering and design support, quality assurance testing, customer service, and continuous improvement programs, as described in these Terms or on the Site. It also includes the manufacture and sale of industrial components and assemblies utilizing advanced fabrication and plating technologies.
- f. "Privacy Policy": Refers to the document outlining Lincoln Industries' practices regarding the collection, use, and protection of personal information, which is incorporated into these Terms by reference.

2. Acceptance of Terms

By accessing or using the Site, and by purchasing any products or related services offered through it, you confirm that you have read, understood, and agree to be bound by these Terms, along with all applicable laws and regulations. These Terms form a legally binding agreement between you and Lincoln Industries. Your continued use of the Site signifies your acceptance of these Terms.

3. Changes to Terms

Lincoln Industries reserves the right to modify these Terms at any time at its sole discretion. Any changes to the Terms will become effective immediately upon posting to the Site. We will indicate the date of the last update at the top of these Terms. It is your responsibility to review these Terms periodically to stay informed of any changes. Your continued use of the Site after any changes have been posted will constitute your acceptance of the updated Terms. If you do not agree to the revised Terms, you must discontinue your use of the Site.

4. Description of Services

Lincoln Industries specializes in providing engineered metal solutions through a range of advanced manufacturing capabilities and value-added services. Our offerings include:

- **Metal Finishing:** Industry-leading plating and coating services, including nickel chrome and decorative finishes, providing durability, corrosion resistance, and aesthetic appeal.
- **Coatings:** Functional, thermal, and protective coatings designed to enhance performance, longevity, and appearance of industrial components.
- **Tube Fabrication:** Precision tube fabrication from simple to complex multi-axis assemblies, ranging in diameter from 3/8" to 8", tailored to meet diverse engineering requirements.
- **Engineering and Design Support:** Collaborative design and prototyping support from concept to production, ensuring high performance, manufacturability, and quality.
- **Supply Chain Management:** Streamlined and vertically integrated supply chain services that ensure on-time delivery, reduced lead times, and simplified logistics.
- **Quality Assurance and Testing:** Advanced in-house lab testing, process control, and continuous improvement programs to meet and exceed customer specifications.
- **Customer Service and Production Planning:** A dedicated service model that integrates customer communication with real-time production planning for responsiveness and transparency.

The information provided on the Site about our products and related services is intended for general informational purposes only and does not constitute a binding offer or contractual agreement. Specific terms and conditions related to product sales or service engagements will be outlined in individual agreements between Lincoln Industries and its customers.

5. Prices and Taxes

All prices for Lincoln Industries' products and related services are subject to change to correct clerical or arithmetic errors and to reflect any increase or decrease in production

or material costs. In addition to the stated prices, you agree to pay any applicable sales, use, excise, license, property, or other taxes and fees, including any related interest or penalties, arising from your purchase of products or related services. You agree to indemnify and hold Lincoln Industries harmless from any claims, liabilities, or expenses incurred due to your failure to pay such taxes.

6. Delivery

Any delivery dates provided by Lincoln Industries are estimates based on scheduling requirements and anticipated production capacity at the time the order is placed. Lincoln Industries is not liable for delivery on a specific date or within a guaranteed time frame. Estimated delivery dates represent Lincoln Industries' best efforts and are not binding. Lincoln Industries shall not be liable for any loss of profits or incidental or consequential damages resulting from delivery delays.

7. Force Majeure

Lincoln Industries shall not be held liable for any delay or failure to deliver products or related services due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, labor strikes, war, civil unrest, government restrictions, transportation shortages, utility failures, material shortages, equipment breakdowns, or any other event that materially impairs Lincoln Industries' ability to fulfill its obligations ("Force Majeure Event").

In the event of a Force Majeure Event, Lincoln Industries may, at its discretion, suspend performance or cancel any pending orders without incurring liability. If performance is delayed, Lincoln Industries will make reasonable efforts to notify affected customers of the nature and expected duration of the delay. During such time, these Terms shall remain in effect.

Lincoln Industries reserves the right to allocate available inventory, production capacity and service resources among its customers in a fair and reasonable manner, as determined in its sole discretion. Under no circumstances shall Lincoln Industries be liable for any indirect, incidental, or consequential damages resulting from any failure or delay in delivering products or performing related services due to a Force Majeure Event.

8. Intellectual Property Indemnity

If any products and related services are developed, manufactured, or delivered by Lincoln Industries according to specifications, designs, or requirements provided by a customer, the customer agrees to indemnify and hold Lincoln Industries harmless from

any liability, claims, damages, or expenses, including reasonable attorneys' fees, arising from any alleged or actual infringement of patents, trademarks, trade secrets, or other intellectual property rights associated with such specifications or requirements.

9. Order Changes and Cancellations

Orders for products and related services may not be canceled, changed, or delayed without the prior written approval of Lincoln Industries. Any such changes are subject to Lincoln Industries' sole discretion and may require the customer to cover any costs, expenses, or losses incurred as a result of the modification, including but not limited to production costs, raw materials, or scheduling disruptions.

10. Use of the Site

You agree to use the site, our products and related services provided through the Site solely for lawful purposes and in compliance with all applicable laws and regulations. You may not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use of the Site. Prohibited activities include, but are not limited to:

- **Violation of Laws:** Engaging in any activity that violates any applicable local, state, national, or international law or regulation.
- **Transmission of Harmful Content:** Uploading, transmitting, or distributing any content that is unlawful, harmful, defamatory, obscene, or otherwise objectionable, including viruses, malware, or any other harmful code.
- **Unauthorized Access:** Attempting to gain unauthorized access to the Site, its related systems or networks, our products and related services provided by Lincoln Industries.
- **Infringement of Rights:** Using the Site in a manner that infringes upon the intellectual property rights or other rights of Lincoln Industries or any third party.

Failure to comply with these provisions may result in civil or criminal penalties and/or blocking from use of the Site.

11. Intellectual Property

All content on the Site, including but not limited to text, graphics, logos, images, designs, and software, is the property of Lincoln Industries or its content suppliers and is protected by copyright, trademark, and other intellectual property laws. This includes all proprietary technologies and methodologies developed by Lincoln Industries in the course of providing its services. Any unauthorized use of the content may result in civil or criminal penalties.

12. Third-Party Links

The Site may contain links to third-party websites or resources. These links are provided for your convenience only and do not constitute an endorsement, sponsorship,

or recommendation by Lincoln Industries of the third-party websites or the information, products, or services offered on those sites. Lincoln Industries has no control over and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. You acknowledge that your use of any third-party websites is at your own risk and that Lincoln Industries shall not be liable for any damages or losses incurred as a result of your interaction with third-party websites.

13. Privacy Policy

Your privacy is important to us. Lincoln Industries is committed to protecting the privacy and security of any personal information that you provide while using the Site. We implement industry-standard security measures to protect your data against unauthorized access, alteration, disclosure, or destruction.

Please review our Privacy Policy, which explains how we collect, use, and protect your personal information. By using the Site, you agree to the collection and use of your information as described in our Privacy Policy. The Privacy Policy is incorporated into these Terms by reference and is available on the Site. If you do not agree with the practices described in the Privacy Policy, you should not use the Site.

14. Data Breach Notification

In the event of a data breach involving your personal information, Lincoln Industries will notify you and any applicable regulatory authorities as required by law. We will also take prompt steps to investigate the breach, mitigate its effects, and prevent any future occurrences.

15. Your Responsibilities

You are responsible for ensuring that any information you provide to us is accurate and up to date. If you suspect any unauthorized access to your personal information, please contact us immediately at info@lincolnindustries.com

16. Disclaimer of Warranties

The Site, along with all content, products, and related services offered through it, is provided on an "as is" and "as available" basis, without any warranties of any kind, whether express or implied. To the fullest extent permitted by applicable law, Lincoln Industries disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising out of course of dealing, usage, or trade practice.

Lincoln Industries does not warrant that the Site or any products or related services provided through the Site will be uninterrupted, secure, or error-free, nor does it make any warranties regarding the accuracy, reliability, or completeness of any information or content provided on the Site. You assume full responsibility and risk for your use of the Site.

17. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LINCOLN INDUSTRIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH:

- YOUR ACCESS TO, USE OF, OR INABILITY TO USE THE SITE, OUR PRODUCTS OR RELATED SERVICES PROVIDED THROUGH THE SITE.
- ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SITE.
- ANY CONTENT OBTAINED FROM THE SITE.
- UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

THIS LIMITATION OF LIABILITY APPLIES WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LINCOLN INDUSTRIES HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

IN NO EVENT SHALL LINCOLN INDUSTRIES' TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO YOUR USE OF THE SITE EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID LINCOLN INDUSTRIES, IF ANY, FOR THE USE OF THE SITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

18. Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LINCOLN INDUSTRIES, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO:

- YOUR USE OR MISUSE OF THE SITE, OUR PRODUCTS OR RELATED SERVICES PROVIDED THROUGH THE SITE.
- YOUR VIOLATION OF THESE TERMS.
- YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY, INCLUDING INTELLECTUAL PROPERTY RIGHTS OR PRIVACY RIGHTS.

LINCOLN INDUSTRIES RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH CASE YOU AGREE TO COOPERATE WITH LINCOLN INDUSTRIES IN ASSERTING ANY AVAILABLE DEFENSES.

19. General

a. Governing Law

These Terms and any disputes arising out of or related to your use of the Site or services provided through the Site shall be governed by and construed in accordance with the laws of **NEBRASKA**, the state in which Lincoln Industries is headquartered, without regard to its conflict of law principles. You agree that any legal action or proceeding arising out of or relating to these Terms shall be brought exclusively in the state or federal courts located within that state, and you consent to the jurisdiction and venue of such courts.

b. Severability

If any provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions of these Terms shall remain in full force and effect.

c. Entire Agreement

These Terms, along with our Privacy Policy, represent the complete and exclusive agreement between you and Lincoln Industries regarding your use of the Site and our products and related services, and they replace all prior or contemporaneous communications and proposals, whether oral, written, or electronic.

Contact Information

For questions or comments about these Terms, you can reach us at info@lincolnindustries.com

or by mail at the following address:

Lincoln Industries
600 West E St.
Lincoln, NE 68522
Phone: 402.475.3671