TERMS AND CONDITIONS OF SALE BY THE AIR LIQUIDE ENTITY AS STATED ON THE FRONT OF THIS FORM (SELLER), INCLUDING LIMITED WARRANTY AND DISCLAIMER OF CERTAIN LIABILITIES.

THE FOLLOWING TERMS AND CONDITIONS APPLY, IN ADDITION TO THOSE ON THE FACE HEREOF, UNLESS THE PARTIES HAVE PREVIOUSLY AGREED TO OTHER TERMS AND CONDITIONS BY A SIGNED WRITTEN CONTRACT BETWEEN THEM:

1. SPECIFICATIONS. The gases, equipment and other items sold or loaned hereunder, including any gas cylinders or other gas cylinder provided by Seller, shall be referred to as the "Goods". Those of the Goods which were manufactured by Seller shall conform to Seller’s standard specifications and to applicable Compressed Gas Association standards, and were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

2. DELIVERY, PAYMENT. Should Buyer wrongfully fail to accept or pay for any shipment or delivery, Seller may, without prejudice to any other lawful remedy, defer further shipments or deliveries until acceptance thereof or until payment is made by Buyer. Buyer may from time to time demand different terms of payment from those specified on the face hereof whenever it reasonably appears that Buyer's financial condition requires such change, and may demand assurance of Buyer's ability to pay whenever it reasonably appears that such ability is in doubt. If Buyer shall fail to make any payments in accordance with the terms and conditions hereof, or shall fail to comply with such demand by Seller, Seller may, at its option, treat such failure or refusal as a repudiation hereof. Interest at the maximum rate allowed by law may be charged on past due accounts. Unless otherwise specified, delivery of the Goods by Seller to the carrier at the shipping point shall constitute delivery to Buyer. Upon delivery of the Goods to carrier, risk of loss and (if the goods are being sold) title shall pass to Buyer.

3. INSPECTION. Upon arrival of the Goods at the place to which Buyer has ordered the Goods shipped, Buyer shall immediately inspect the Goods at its own cost and, if the Goods do not conform to the description herein or to specification or warranty, it shall give written notice to Seller within fifteen (15) days after their arrival of any claim to that effect, specifically setting forth the details of the claim. Failure of Buyer to give Seller such notice shall constitute an irrevocable acceptance of the Goods by Buyer, and Buyer shall be bound to pay the full price of the Goods. The Goods shall not be returnable to Seller after acceptance (unless the return is for nonconformity of the Goods following timely notice as described above) without Seller's written consent, and any return to which Seller consents shall be subject to a handling charge of 20% of invoice value.

4. LIMITATION OF WARRANTIES, REMEDIES AND DAMAGES.

(a) Except for any express warranties provided in Paragraph 1 above and on the face of this document, all warranties, whether express or implied, all guarantees, and all representations as to the performance or any other aspect of the Goods, including all warranties which, in the absence of this provision, might arise from course of dealing or custom of trade, and INCLUDING ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, with respect to the Goods, ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY SELLER. No agent, employee or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty relating to the Goods other than as specifically provided herein.

(b) SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO GOODS MANUFACTURED BY OTHERS.

(c) Seller shall not be liable for any special, punitive, indirect or consequential damages (including downtime) caused by its breach of any of the terms or conditions hereof or otherwise relating to or arising out of the Goods (including the use, manufacture, condition, delivery or presence thereof or any other matter, service or activity relating thereto, whether caused by Seller's breach of contract, negligence or other tortuous conduct, or otherwise). The liability of Seller for defective or undelivered Goods and/or the consequences thereof shall be limited solely to (at Seller's option) replacement of the Goods or giving Buyer a credit or refund in the amount of the contracted price of the affected Goods. Except for the said replacement or refund, Seller shall not be liable to Buyer or any other person for, and (unless the same are caused solely by the negligence or willful misconduct of Seller) Buyer shall indemnify Seller with respect to, any loss, injury (including death) or damage to person or property, and all claims and expenses relating thereto, arising out of or relating in any way to the Goods or the nondelivery thereof.

(d) The remedies of Buyer provided for in these Terms and Conditions shall be exclusive and shall be the sole remedies of Buyer.

5. LIMITATIONS ON INTENDED USERS, SAFETY, MATERIAL SAFETY DATA SHEETS, COMPLIANCE WITH LAWS.

(a) Except as expressly provided by Seller in writing, the Goods are intended for ultimate purchase and use by commercial/industrial users only, and only for operation by persons trained and experienced in the use and maintenance of the Goods. The Goods are NOT intended for consumers or consumer use, and Seller's warranties do not extend to, and no Buyer is authorized to extend them to, any consumer or other customer.

(b) Buyer acknowledges that Material Safety Data Sheets have been made available to Buyer with regard to the Goods. Buyer shall not use or permit use of the Goods without the Material Safety Data Sheets being consulted, and shall train all employees and distribute copies of the Material Safety Data Sheets to all employees and to all others who may be exposed to the hazards of the Goods.

(c) Buyer further acknowledges that any gas products included in the Goods are classified by the U.S. Occupational Safety and Health Administration as hazardous chemicals, that there are hazards associated with the use and storage of such Goods, and that Buyer shall be responsible for warning and protecting Buyer's employees and all others who may be exposed to the said hazards.

(d) Buyer shall comply with all laws, ordinances, rules and regulations (including permit requirements) now in force or hereafter adopted which relate to the Goods or to the purchase, storage, sale or use thereof, or any other matter relating thereto.

6. TERMS AND CONDITIONS UPON WHICH CYLINDERS ARE LOANED. All cylinders and other containers (collectively called "cylinders" below) shall remain the property of Seller at all times. Seller shall be entitled to demand that any cylinder in which the cylinder was delivered to Buyer, Buyer shall return all cylinders to the distributing station from which the same was shipped, at Buyer's expense. Seller reserves the right to assess a rental or demurrage charge for all the time that any loaned cylinder is away from the distributing station, which rental or demurrage charge shall be determined in accordance with the customary method of the Seller at the affected Seller location. Buyer shall promptly pay to Seller on demand Seller's then established valuation and rates for the loss or damage to any of the said cylinders or their fittings resulting from any cause after delivery thereof to the Buyer and until returned to the Seller. REFILLING OF AND TRANSFILLING FROM LOANED CYLINDERS BY BUYER OR ANYONE ELSE WITHOUT THE EXPRESS WRITTEN CONSENT OF SELLER ARE PROHIBITED.

7. MISCELLANEOUS.

(a) Limitations of Action. No action against Seller for breach of this Agreement or otherwise relating to the Goods shall be commenced more than one year after the accrual of the cause of action therefor.

(b) Taxes. Any sales, use, excise, ad-valorem, receipts or like taxes and any duties, import duties or custom duties, and import surcharges which may now or hereafter be imposed by national, federal, state, or any other governmental authority by reason of Seller's selling, exporting, importing or otherwise providing the Goods described on the face hereof shall be paid by Buyer. (c) Assignment. Buyer shall neither assign any rights nor delegate any duties under this Agreement without the prior written consent of Seller.

(d) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state to which the goods are shipped.

(e) Remedies. The remedies herein reserved to Seller shall be cumulative and in addition to any other or further remedies provided by law or at equity.

(f) Modification and Waiver. These terms and conditions and those on the face hereof constitute the entire agreement between Buyer and Seller with regard to the subject matter hereof, and there are no understandings, representations, warranties or other provisions of any kind except as herein expressly set forth. No terms or conditions of any purchase order or other document of Buyer shall be part of this Agreement, and Seller expressly declines to accept any such provisions. Buyer's acceptance of the Goods and the sale thereof to Buyer is subject to the express condition that Buyer accept all terms and conditions hereof, and no alterations or modifications of this document shall be binding on Seller unless agreed to by Seller in writing.

(g) Successors. Resale. These terms and conditions shall be binding on the parties' successors and assigns. The Goods are not for resale unless Buyer has signed Seller's resale addendum. If the Goods are resold by Buyer, the resale purchaser's written acceptance of the limitations of warranties, remedies and damages herein must be obtained by Buyer.