

**TERMS AND CONDITIONS OF SALE
LIMITED WARRANTY AND DISCLAIMER OF CERTAIN LIABILITIES**

1. PRODUCT SPECIFICATIONS. All products, equipment, materials, medical or industrial gases sold hereunder (the "Goods") as well as Seller's industrial gas containers used in the sale of gases shall conform to the standard specifications established by Seller and shall comply with applicable Compressed Gas Association Standards, and the applicable specifications, rules and regulations of the United States Interstate Commerce Commission and the Department of Transportation. The Goods sold hereunder, which were manufactured by Seller, were produced in compliance with the requirements of the Fair Labor Standards act of 1938, as amended.

2. DELIVERY. 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.

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 the carrier, title to the Goods and risk of loss shall pass to Buyer subject to the Seller's rights of stoppage in transit to secure payment of the sales price for the Goods.

3. PAYMENT. Seller 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 will be charged on past due accounts.

4. INSPECTION. Upon arrival of the Goods at the place to which Buyer has ordered the Goods delivered, Buyer shall immediately inspect the Goods at his own cost and, if Buyer finds that the Goods do not conform to the description herein, Buyer 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 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. If after irrevocable acceptance of the Goods by the Buyer, Buyer returns the Hard Goods to the Seller with Seller's written consent, a restocking charge of 25% of invoice value will be levied on all such Hard Goods returned for credit. Gas products which conform to Seller's published specifications may be returned for credit.

5. LIMITATIONS OF WARRANTIES.

(a) EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN PARAGRAPH 1 ABOVE AND ON THE FACE OF THIS DOCUMENT. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ALL GUARANTIES AND ALL REPRESENTATIONS AS TO PERFORMANCE. INCLUDING ALL WARRANTIES WHICH, BUT FOR THIS PROVISION. MIGHT ARISE FROM COURSE OF DEALING OR CUSTOM OF TRADE AND INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE GOODS FURNISHED BY SELLER HEREUNDER ARE HEREBY 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 incidental or consequential damages caused by its breach of any of the terms and conditions hereof. The liability of Seller for defective or undelivered Goods shall be limited solely (in Seller's discretion) to replacing the Goods or to granting Buyer a credit or refund in the amount of the contracted price of those Goods. Seller shall not be liable to Buyer or any other person for damage, loss, injury or expense, whether direct, special or consequential, and whether in the form of personal injury, pecuniary loss, increased expense or otherwise.

(d) The remedies provided for herein shall be exclusive and shall be the sole remedies of the buyer.

6. LIMITATION ON INTENDED USERS. Except as expressly provided by Seller in writing, Seller's products are intended for ultimate purchase by commercial/industrial users and for operation by persons trained and experienced in the use and maintenance of welding equipment and industrial and medical gases. Seller's products are not intended for consumers or consumer use. Seller's warranties do not extend to, and no reseller is authorized to extend Seller's warranties, to any consumer.

7. LIMITATIONS OF ACTIONS. No action against Seller for breach hereof shall be commenced more than one year after the accrual of the cause of action therefor.

8. TAXES. Any sales, use, excise, ad-valorem, receipts or like taxes or any duties, imposts and custom taxes, or import surcharges which may now or hereafter be imposed by national, federal, state, provincial or local governments by reason of Seller's selling, exporting or importing the Goods described on the face hereof shall be borne by Buyer.

9. TERMS AND CONDITIONS UPON WHICH CYLINDERS ARE LOANED. Cylinders remain the property of Seller at all times. The Buyer shall return each cylinder when empty to the distributing station from which the same was shipped not later than 90 days after its delivery to the Buyer. The Seller reserves the right to make a rental or a demurrage charge for all time that any loaned cylinder is away from the distributing station, which rental or demurrage charge the Buyer agrees to pay on demand. Rental or demurrage shall be determined in accordance with the customary method of the Seller at that location.

The Buyer shall pay Seller promptly on demand Seller's then established valuation and rates, for the loss of or damage to any of said cylinders or fittings resulting from any cause after delivery thereof to the Buyer and until returned to the Seller. Refilling of loaned cylinders except by Seller without the express written consent of Seller is prohibited.

10. ASSIGNMENT. Buyer shall neither assign any rights nor delegate any duties hereunder without the prior written consent of Seller.

11. REMEDIES. The remedies herein reserved to the Seller shall be cumulative, and additional to any other or further remedies provided in law or equity.

12. MODIFICATION AND WAIVER. These terms and conditions constitute the entire agreement between Buyer and Seller and there are no understandings, representations or warranties of any kind except as herein expressly set forth.

13. MATERIAL SAFETY DATA SHEETS. Material safety data sheets have been provided and more copies are available on request. No product should be used without first consulting the material safety data sheet.

Buyer's acceptance is expressly conditioned on the terms hereof, and any alterations or modifications hereof shall be by mutual agreement of the parties and shall not be binding on Seller unless made in writing and agreed to by Seller.