

AIRTEC GASES LLC.
TERMS AND CONDITIONS



All sales are subject to the below terms & conditions or such other terms & conditions as the parties hereto may have previously agreed to in a signed written contract with Airtec Gases.

The terms and conditions hereof cannot be altered, changed, or waived unless accomplished in writing and signed by an authorized representative of Airtec Gases.

Payment Terms: NET 10 DAYS. Seller may from time-to-time demand different terms of payment from those specified whenever it reasonably appears that Buyer's financial condition requires such changes. Seller may demand assurance of Buyer's ability to pay whenever it reasonably appears that such ability is in doubt. If Buyer shall fail to comply with any such demand by Seller, Seller may, at its option, treat such failure or refusal as repudiation hereof. Prices are subject to change without prior notice. Interest at the maximum rate allowed by law will be charged on past due accounts.

In addition to, but not in lieu of, Buyer agrees to pay Seller a rental charge, for each cylinder or piece of equipment on hand at the end of the month. In the event of service discontinuation all cylinders and equipment in Buyer's possession must be surrendered on the initial visit. Seller reserves the right to render a \$15.00 service charge for each subsequent visit. Rental is applicable until each cylinder or piece of equipment is returned.

Cylinders and Equipment: All Cylinders, fittings, and attachments thereto ("the Equipment") recorded in this shipper are the property of the Seller and are rented to Buyer subject to the terms and conditions hereto. Buyer agrees to return said cylinders in good condition, with valves tightly closed, to Seller, in the event said cylinders and equipment are not so rented. Buyer further agrees to pay Seller, at Seller's prevailing rate, all damages, therefore.

Buyer agrees to pay Seller, at Seller's standard list price then in effect, for any loss, destruction, or damage beyond repair, of said cylinders and equipment resulting from any cause while in the control or possession of Buyer. In the case of damage permitting repair, Buyer agrees to pay the actual cost of repair incurred by Seller, plus cost of necessary transportation.

Failure to return the said cylinders or equipment, after ninety (90) days, shall be deemed to be loss thereof to Buyer. No claim that cylinders or equipment have been returned by Buyer will be honored unless Buyer holds a valid signed receipt on the form provided by Seller evidencing such return. The refilling, in whole or in part, or loan of cylinders or equipment without Seller's prior written consent is expressly prohibited.

Returned Goods: Products in saleable condition may be returned to Seller only after prior authorization by Seller and will be subject to a minimum restocking and handling charge. All products to be returned freight prepaid to Seller's designated facility. There shall be no refund in whole or in part of unused gases.

Warranty: Seller warrants that the products delivered to Buyer will conform to the description on the face of this Shipper and in the case of compressed gas products delivered hereunder, the same shall be of standard commercial purity. Seller makes no other warranty of any kind, either expressed or implied.

Limitation of Liability: The only liability of Seller for any of Seller's products not conforming to the above shall be the replacement thereof at no cost to Buyer. Seller shall not be liable for special, indirect, or consequential damages nor shall Seller be liable for damages of any kind arising from the presence or use of any of Seller's products, whether used singly or in combination with other products or substances. Buyer must determine suitability of any of Seller's products furnished hereunder of the use of the product contemplated by connection therewith. Buyer assumes all risk and liability for loss, damage, or injury to persons or property of Buyer or others arising out of the use or possession of Seller's products.

Indemnity: If there is any injury (including death), loss or damage to the person or property of any third party (including employees of either party), then subject to any limitations set forth in this Agreement, each party agrees to indemnify the other party to the extent of the indemnifying party's negligence.