

GOODS AND SERVICES SOLD BY INDUSTRIAL GAS TECHNOLOGY, INC (INDUSTRIAL GAS TECHNOLOGY) ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN BUYER'S PURCHASE ORDER OR SIMILAR COMMUNICATION SHALL NOT BE BINDING ON INDUSTRIAL GAS TECHNOLOGY UNLESS AGREED TO IN WRITING BY AN AUTHORIZED AGENT OF INDUSTRIAL GAS TECHNOLOGY. BUYER'S ACCEPTANCE OF SHIPMENT OR PERFORMANCE AND/OR PAYMENT FOR THE GOODS OR SERVICES CONSTITUTES ACCEPTANCE OF INDUSTRIAL GAS TECHNOLOGY'S TERMS AND CONDITIONS.

PRICE: Prices in effect at time of shipment of goods or performance of services shall prevail. All prices quoted by Industrial Gas Technology are subject to change without notice. Prices do not include any present or future sales, use, excise, value-added or similar taxes and, where applicable, such taxes shall be billed as a separate item and paid by Buyer.

PAYMENT TERMS: Industrial Gas Technology issues Discount Schedules on invoices determining Buyer cost based on payment terms. All invoices (excluding international orders) of Industrial Gas Technology are due at NET 30. Payments received post NET 40 are due at LIST prices shown on invoice. A late payment charge of 1.5% per month (an annual percentage rate of 18%) shall be charged on all past due accounts and Buyer shall pay Industrial Gas Technology all costs incurred by it in collecting any past due account from Buyer, including all court costs and attorney's fees. However, if the foregoing charges exceed that rate which is the maximum permitted by law, then such charges shall be calculated to be the highest allowable lawful rate. The remittance portion of the invoice shall accompany payment. Alternatively, payments and other adjustments must reference the invoice number to assure proper credit. Deductions, if any, must clearly indicate reason and reference the applicable Industrial Gas Technology credit memo number or other supporting document(s). Industrial Gas Technology reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to Industrial Gas Technology.

CREDIT BALANCE: Any credit balance issued will be applied within one (1) year of its issuance. IF NOT APPLIED WITHIN ONE (1) YEAR, THE BALANCE REMAINING SHALL BE CANCELLED, AND INDUSTRIAL GAS TECHNOLOGY SHALL HAVE NO FURTHER LIABILITY.

DELIVERY: Unless otherwise noted, all sales of goods are made f.o.b. point of shipment and, in all cases, title shall pass upon delivery to carrier at point of shipment and thereafter all risk of loss or damage shall be upon Buyer. Delivery dates given in advance of actual shipment of goods or performance of services are estimates and shall not be deemed to represent fixed or guaranteed delivery dates. A standard shipping charge is applied to each invoice for goods for material preparations, packaging, freight and/or any additional items associated with each shipment based on the value and/or weight of the shipment. Additional charges for local delivery may also apply.

FORCE MAJEURE: Industrial Gas Technology shall not be liable for failure to deliver or for delay in delivery or performance due to (i) a cause beyond its reasonable control, (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (iii) any other commercial impracticability. If such a delay occurs, delivery or performance shall be extended for a period equal to the time lost by reason of delay.

CANCELLATION AND RETURNS: Buyer may cancel an order by mutual agreement based upon payment to Industrial Gas Technology of reasonable and proper cancellation charges. Goods shall not be returned by Buyer without Industrial Gas Technology's prior written authorization and must be in new and undamaged resalable condition and payment of Buyer of a MINIMUM restocking charge of 15%. Pre Delivery Cancellation of purchase orders and/or items by Buyer that require multiple stages of design, fabrication, assembly, etc. will be subject to costs incurred or to be incurred by Industrial Gas Technology for work completed to date of cancellation. Buyer will be responsible for incurred charges to date and any other cancellation fees from suppliers of Industrial Gas Technology. No returns shall be accepted following 60 days after delivery.

WARRANTIES: Goods are sold only with such warranties as may be extended by the manufacturer of the product. Services performed by third parties are subject to only those warranties extended by such third parties. INDUSTRIAL GAS TECHNOLOGY MAKES NO WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ARE HEREBY EXCLUDED. Buyer is responsible for installation and use in accordance with manufacturer's instructions.

LIMITATION OF LIABILITY: Industrial Gas Technology has no control over the ultimate use of the products it sells and specifically disclaims any liability damage, loss or fines that may arise from the use thereof. The user and purchaser shall hold Industrial Gas Technology harmless from such damage, loss or fines. The user and purchaser should determine the suitability of products sold for the use intended and insure adequate safety instructions therefore. Compliance with the Occupational Safety and Health Act and similar laws and regulations shall be the responsibility of the user of products sold and not the responsibility of Industrial Gas Technology.

Industrial Gas Technology's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allocable to such goods or services or part thereof involved in the claim, REGARDLESS OF CAUSE OR FAULT. This limitation of liability reflects a deliberate and bargained-for allocation of risks between Industrial Gas Technology and Buyer and constitutes the basis of the parties' bargain, without which Industrial Gas Technology would not have agreed to the price or terms of this contract. Industrial Gas Technology shall not, under any circumstances, be liable for any labor charges without its prior written consent.

INDUSTRIAL GAS TECHNOLOGY SHALL NOT IN ANY EVENT BE LIABLE whether as a result of breach of contract, warranty, tort (including negligence) or other grounds FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES including, but not limited to, loss of profits or revenue, loss of use of goods or associated products, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers or Buyer for such damage. In addition if Industrial Gas Technology furnishes Buyer with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of the advice or assistance will not subject Industrial Gas Technology to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.