

## **Purity Cylinder Gases, Inc. Standard Terms and Conditions**

### **Scope and Acceptance**

These Terms and Conditions ("Terms") govern all sales, rentals, and deliveries of products and services by Purity Cylinder Gases, Inc. ("Seller") to the customer ("Buyer"). By placing an order, accepting delivery, or making payment, Buyer acknowledges and agrees to be bound by these Terms. Any additional or conflicting terms proposed by Buyer are rejected unless expressly agreed to in writing by Seller.

### **Pricing and Payment**

Prices are subject to change without prior notice and exclude applicable taxes, fees, and surcharges unless otherwise stated. Payment terms are net 30 days from invoice date unless otherwise agreed in writing. Late payments are subject to interest at 1.5% per month (or the maximum allowed by law), plus collection costs. Orders are subject to Seller's ongoing credit approval. Seller may suspend delivery or require prepayment at its discretion.

### **Delivery and Risk of Loss**

All deliveries are FOB Seller's facility (or as otherwise specified on invoice or expressly agreed to in writing by Seller). Title and risk of loss pass to Buyer upon delivery to carrier or Buyer's premises, whichever occurs first. Seller is not liable for delays caused by strikes, accidents, weather, transportation issues, supply chain disruptions, or events beyond its reasonable control.

### **Return of Rented Equipment and Compressed/Liquified Gas Cylinders**

Buyer acknowledges that it is responsible for the condition and risk of loss of equipment and compressed/liquified gas Cylinders rented from Seller and shall return to Seller all equipment and Cylinders supplied by Seller, complete with caps, fittings, and other parts supplied as part of the rental equipment package in the same good condition as when received, ordinary wear and tear excepted. Buyer shall pay to Seller the replacement value of any lost or damaged Cylinders, caps, fittings or other parts supplied as part of the rental equipment package. All rental equipment and Cylinders must be returned free of excessive dirt, grease, oil, and other residue. A cleaning charge will apply for equipment returned in excessively dirty or contaminated condition and may require payment for the full cost of the Cylinder/equipment if it has been damaged or contaminated beyond repair.

### **Gas and Product Safety**

Buyer acknowledges that compressed gases and welding/industrial equipment are inherently dangerous if misused. Buyer agrees to follow all applicable local, state and federal laws, to follow recognized industry and safety practices, and to ensure only trained personnel handle the products. Seller may provide Safety Data Sheets (SDS) upon request. Buyer must ensure all end-users are familiar with safety precautions. SDS's may also be found on Seller's website at [www.puritygas.com](http://www.puritygas.com).

### **Returns and Exchanges**

Returned products must be in new, unused condition and accompanied by original documentation. All returns must be made within thirty (30) days of the purchase date and may be subject to a restocking fee at Seller's discretion. Custom orders, gases, or hazardous materials are non-returnable.

### **Warranty**

Seller warrants that the Product will meet Seller's standard purity specifications for that Product. If the Product fails to meet this purity level for reasons not excused under these Terms, Buyer's sole and exclusive remedy shall be either (at Seller's option) a refund of the purchase price for the nonconforming Product or replacement with Product meeting Seller's standard purity specifications. This warranty replaces and excludes all other warranties, whether express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

### **Limitation on liability**

Seller shall not be liable for any direct, indirect, special, incidental, and/or consequential damages, or lost profits arising or alleged to arise out of or in connection with any Product, Cylinders or Equipment furnished by Seller, whether such damage results from any negligent act or omission or is related to strict liability, or otherwise.

### **Indemnification**

To the fullest extent permitted by law, Buyer shall indemnify the Seller and hold it harmless from all loss, damage, liability, claims, demands, expenses, costs and attorney's fees of every kind and nature whatsoever which are caused by, arise from, or relate in any manner, directly or indirectly, or are incidental to Buyer's handling or use of the Product provided that any such loss, damage, liability, claims, demands, expenses, costs and attorney's fees are attributable to bodily injury, or death, or to injury or destruction of tangible personal property, including the loss of use resulting therefrom, that is caused in whole or in part by any act or omission of the Buyer, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

If buyer has requested Seller to connect and/or disconnect any equipment, compressed, or liquified gas Cylinders from any equipment at buyer's location, buyer agrees to always keep the equipment free of contaminants, including but not limited to prevention of any products containing grease or oil in connection with oxygen/oxidizing gas or equipment. If the Equipment appears to be unsafe in Seller's sole judgment, Seller will not connect the Equipment and will work with Buyer to repair or replace the Equipment at Buyer's cost. Buyer acknowledges that performance of the Services involves known and unknown risks that could result in injury, death, and property damage and agrees to hold Seller harmless and indemnify Seller from all loss, damage, liability, claims, demands, and expenses that is caused in whole or part by connecting/disconnecting any equipment, compressed, or liquified gas Cylinders from any equipment at Buyer's location.

### **Entire Agreement and Governing Law**

These Terms, along with any applicable invoice or written agreement signed by both parties, constitute the entire agreement and supersede all prior discussions or understandings regarding the subject matter. These Terms shall be governed by the laws of the State of Michigan.