

Standard Terms and Conditions

On and subject to the terms and conditions set forth below, together with any further agreements entered between the parties, Haun Welding Supply, Inc. or Haun Specialty Gases, Inc. ("Haun") agrees to sell, rent, lease, or supply (as applicable) goods and/or services specifically requested by you (when used below, "You" will refer to the specific person or entity that has agreed to purchase, rent, or lease good and/or services from Haun, as well as such person's or entity's employees or agents, where applicable). In the event of any conflict between these Standard Terms and Conditions and any concurrent or subsequent agreement entered between the parties, these Standard Terms and Conditions will control unless the other agreement contains more specific terms and/or expressly supersedes these Standard Terms and Conditions.

1. **PAYMENT; RENTAL:** If you do not have a charge account with Haun, payment for all materials (the "Materials") or equipment (including "Cylinders" defined below, the "Equipment") is required at time of receipt by You. For all other purchases, rentals, or leases, payment must be made within thirty (30) days from date of invoice. You agree to pay a finance charge of 1.5% per month on the overdue balance and costs of collection, if collection proceedings are necessary. Haun may require security deposit(s), which will be returned at the end of the rental term, provided that You have fully complied with these Standard Terms and Conditions and any other agreement between the parties. You may select such rental options and renewal privileges as may be available at the time of delivery. Any change in these Standard Terms and Conditions will automatically become effective for subsequent renewal periods. Rentals are renewable by mutual agreement only.
2. **DELIVERY AND ACCEPTANCE:** All deliveries shall be made by Haun FOB shipping point and Materials may be delivered in gaseous or liquid form in suitable containers such as gas cylinders, liquid cylinders or dewars or small bulk cryogenic storage vessel ("Cylinders"). You will be deemed to have accepted any Materials or Equipment delivered to you by Haun, and these Standard Term and Conditions, forty-eight (48) hours after delivery, after which time You may not reject the delivered Materials or Equipment or seek any other remedy against Haun for defective or non-conforming goods, except as otherwise provided.
3. **OWNERSHIP:** Title to all Equipment, whether purchased, leased, or rented by You, shall be and remain in Haun until the purchase price thereof is paid in full. If You fail to perform any of the terms or conditions set forth in these Standard Terms and Conditions in the manner or within the time specified, or if Haun, for any reason, deems itself insecure, in its sole discretion, the entire balance of the purchase price shall become immediately due and payable and Haun, without demand, notice, or other legal process may enter upon the premises where the property may be and take possession and remove the property sold, leased, or rented by You from Haun.
4. **DEFECTS:** Claims for gas shortages caused by defective valves on Cylinders will be allowed by Haun if presented within fifteen (15) days of shipment, subject to inspection by Haun. Claims for shortages or defective Material other than gas will be allowed if presented within two (2) days of the date of shipment.
5. **RENTAL EXEMPT CYLINDERS:** All Cylinders subject to rental exemption are received subject to these Standard Terms and Conditions. You shall not loan or refill or cause to be loaned or refilled the cylinders furnished to You, unless otherwise expressly agreed. All Cylinders must be immediately returned to Haun for refill or replacement (WARNING: FEDERAL LAW PROHIBITS THE REFILLING OF CYLINDERS WITHOUT OWNER'S EXPRESS PERMISSION. VIOLATORS ARE SUBJECT TO A FINE OF \$10,000 OR UP TO 10 YEARS IN PRISON, OR BOTH.)
6. **TERMS:** Rental fees for any and all Material or Equipment rented or leased from Haun must be paid advance, unless otherwise agreed.
Special Covenants: You specifically covenant, agree, and bind yourself, and your successors, heirs, and permitted assigns, as follows:
 - (a) You will pay the rent in the manner and at the time(s) provided herein.
 - (b) You will not at any time or in any manner permit the Materials or Equipment to go out of Your possession, except with the written consent of Haun.
 - (c) You will use the Equipment and Materials at all times in a skillful and workmanlike manner as well as not permit any damage to the Equipment or Materials, except for ordinary wear and tear and natural deterioration.
 - (d) You will keep any Equipment in good operative condition and will, at Your own expense, maintain and repair the Equipment, including the replacement with new parts of any and/or all parts so requiring replacement during the terms of this Agreement, except necessary replacements due only to defective Material used in the initial construction of the Equipment, provided that You deliver prompt written notice of the defect to Haun. Any damage to the Equipment other than ordinary wear and tear and natural deterioration, which You agree to repair in order to maintain the Equipment in good operative condition, whether such damage is discovered by You or brought to Your attention during the rental period or upon inspection of the Equipment by Haun at termination of the agreement between the parties, will be charged to You. This charge will include the list sales price of any replacement parts, plus labor to installation services, and Haun will have the sole exclusive right to determine what repairs are necessary to restore the Equipment to good operative condition.
 - (e) You will install, locate and use the Equipment in compliance with any and all applicable laws, ordinances and regulations of any governmental authority or agency.
 - (f) You will not remove, conceal or otherwise interfere with any ownership or title plates affixed to the Equipment, or in any way deface or obliterate Haun's number or other identification features.
 - (g) You hereby assume all risk of loss or damage to the rented Equipment, from any cause whatsoever.
 - (h) You will at all times keep the Equipment insured against fire and other casualty through insurance companies approved by Haun, in an amount in no event less than the list price of the Equipment, with loss, if any, payable to Haun. If requested by Haun, You will deliver the policies and premium receipts to Haun for its inspection and records.
 - (i) You will indemnify, defend, and hold Haun whole and harmless against any and all losses, liabilities, expenses, fees, costs or damages arising out of your use or possession of the Equipment or Materials, including any damage to the Equipment caused by fire, flood, explosion, tornado, theft or other casualty, and will indemnify and save Haun whole and harmless of any from any and all losses, liabilities, fees, costs, claims, causes of action, damages, demands, and expenses (including reasonable attorneys' fees) of any and all persons whatsoever for damage to their person or property arising out of the location, conditions or use of the Equipment or Materials, whether in actual operations or not and whether or not such location, conditions, or use was in breach of these Standard Terms and Conditions, including alleged imperfection or defective Equipment, during the term of the parties' agreement or while the Equipment in Your possession.
 - (j) You will make all payments to Haun at the offices of Haun, unless otherwise directed.
 - (k) All Cylinders are rented by Haun to You, unless otherwise expressly agreed. Therefore, the Cylinders shall remain the property of Haun and shall be returned by You to the Haun facility designated on the shipping document, freight prepaid and shipped DDP, and with valves tightly closed and, when empty, with Cylinder Caps attached.
 - (l) You will not permit the Cylinders to be filled with any gas, liquid or solid, except under Haun's supervision, and will not permit the use of oil, grease or any other lubricant on the Cylinders, its valves or fittings. You shall be responsible for any and all loss or damage to the Cylinders and/or caps and valves of the Cylinders. In addition, You shall not move or permit Cylinders to be moved from the consuming location, nor shall You loan or cede control of any Cylinder to a third party without prior written consent of Haun. You may not alter any Haun markings on any Cylinder, including but not limited to changing neck-rings or fittings.
 - (m) Purchaser shall comply with all rules, regulations and safety precautions relating to the use, storage, and handling of Cylinders that are promulgated on the Compressed Gas Association, the U.S. Department of Transportation or any other government body or agency. Haun shall have the right to inspect the Consuming Location during normal business hours to ensure Purchaser's compliance with these terms.
 - (n) All Cylinders not returned to Haun by You within thirty (30) days after any audit of Cylinders rented to You shall be considered lost and You shall

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ly pay for the replacement of each such Cylinder at the applicable rate then in effect. Notwithstanding such payments by You for the lost Cylinder, title and ownership to the replaced Cylinder(s) shall remain with Haun; provided that, should such lost Cylinder(s) be subsequently returned to Haun by You, Haun shall refund to You the replacement payment paid by You, less current rental charges owed per such Cylinder(s) from the date of loss to the date of return, and less the cost of re-qualification charges.

7. **NONPAYMENT; DEFAULT:** In the event that it should be necessary for Haun to sue for damages for nonpayment, You agree to pay, in addition to the unpaid account, the legal interest, court costs, disbursements, and reasonable counsel fees incurred by Haun to prosecute and collect any delinquent account. Your failure to pay any sum required for a period of thirty (30) days or your noncompliance for a period of thirty (30) days, after notice from Haun, with any other term, covenant, or condition of these Standard Terms and Condition shall constitute a default. On default, without notice or demand, in addition to any other remedies available at law or equity, Haun may take possession of the Equipment and any Material in your possession, and You shall be responsible for all costs of recovery, repair, and storage, in addition to any other sums due and owing to Haun under these Standard Terms and Conditions.
8. **WARRANTIES; FORCE MAJEURE:** All products delivered hereunder shall comply with Haun commercial standards of purity. You may reject any product shown by You from a recognized standard test to deviate from such standards, but Haun reserves the right to confirm such test results. Cylinders rented by Haun shall be in test and in operating condition. THERE IS NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, THAT EXTEND BEYOND SAID DESCRIPTION OF PRODUCT OR WITH RESPECT TO MATERIALS OR EQUIPMENT (INCLUDING CYLINDERS), AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, PRODUCTIVENESS OR ANY OTHER MATTER. Either party's performance hereunder (except the obligation to pay money when due) shall be subject to acts of Nature, strikes or other labor disturbances, fires, accidents, wars, delays of carriers, inability to obtain power or fuel, machinery breakdown, abnormal demand, failure of normal sources of supply, restraints of government, or any other cause beyond such party's reasonable control.
9. **LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES, INCLUDING ANY WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES OR LOST PROFITS CAUSED BY OR ARISING OUT OF, IN WHOLE OR IN PART, ANY NEGLIGENT ACT OR OMISSION OR RELATED TO STRICT LIABILITY.**
10. **REMEDIES FOR DELAY:** Your exclusive remedy for each unexcused failure or act on the part of Haun to deliver any Materials or Equipment (including Cylinders) to You when required hereunder, whether or not such failure was caused, in whole or in part, by any negligence, shall be to recover from Haun the difference between the cost to You of any purchase of the same Materials or Equipment in substitution for the Materials or Equipment that Haun so failed to deliver and the lesser price of such quantity of Materials or Equipment hereunder, reduced by any expenses saved by You.
11. **REMEDIES FOR NON-CONFORMITY:** Your exclusive remedy for Materials failing meet Haun's commercial standards of purity (as estimated by Haun from time to time, or as agreed between You and Haun), whether or not such failure was, in whole or in part, the result of Haun's negligence or could be the basis of a claim on the grounds of strict liability, shall be to receive a refund of the price of such quantity of non-conforming Materials, or the replacement thereof with Materials meeting the applicable standards at no additional charge to You.
12. **REFERRALS:** Any recommendation made by Haun to You requesting the same with respect to any welding repair, equipment, product, application or project shall be without liability to Haun. Such recommendation is made without separate consideration, will be without review of design plans and specifications, and is in the nature of mere service and suggested usage. You agree that You will hold Haun and its employees, officers and directors harmless from and against any and all liability, damage, injury, loss, cost or expense as may arise out of or be in any way connected to or with Your use or application of any such recommended course of product usage, repair, or application. In addition, any product or safety training is provided as convenience for You without separate consideration. Before using the Equipment, You must refer to the owner's manual provided with the Equipment or Materials, and You hereby accept responsibility for reviewing and applying the information therein contained. Haun sells and rents Equipment and Materials without training unless otherwise agreed. You must refer to the owner's manual for information relating to use, operation, and maintenance of the Equipment and Materials.
13. **TERMINATION:** Haun may immediately terminate these Standard Terms and Conditions, and any related agreements between the parties, if it determines, in its discretion, that its interest in rented or leased Equipment or Materials is insecure or in jeopardy with respect to the use or safety of the rented or leased Equipment or Materials. In addition, Haun may terminate these Standard Terms and Conditions, and any related agreements between the parties, with thirty (30) days' written notice to You. If Haun materially breaches these Standard Terms and Conditions, You may terminate this agreement with written notice, provided that Haun shall have thirty (30) days after delivery of notice to cure its breach, subject to the specific rights, obligations, and remedies set forth in these Standard Terms and Conditions.
14. **MISCELLANEOUS:** These Standard Terms and Conditions, together with any attached addenda agreed to by the parties in writing, is the entire agreement between the parties, and supersedes any and all prior agreements and arrangements, whether oral or written, between the parties. No change, modification, discharge or waiver of or addition to any of these Standard Terms and Conditions shall be binding upon Haun, unless set forth in writing, specifically identified as such and accepted by a duly authorized representative of Haun. No such change, modification, discharge or waiver of or addition to any of any provision of these Standard Terms and Conditions shall be effected by any acknowledgement or acceptance by Haun of any purchase order acknowledgement or other form submitted by You specifying delivery dates, quantities or locations and also containing different or additional provisions. This Agreement shall inure to the benefit of the parties and their respective successors and assigns; provided that You may not assign or transfer these Standard Terms and Conditions and your obligations with respect to Materials and Equipment, including by operation of law or otherwise, except with Haun's prior written consent. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of these Standard Terms and Conditions will survive such termination or cancellation. These Standard Terms and Conditions shall be construed in accordance with the laws of the State of New York, excluding its choice of law provisions. Venue of any suit at law or in equity involving the use, possession, or title of said Equipment or Materials, or concerning these Standard Terms and Conditions, shall be in the state or federal courts of Onondaga County, New York, and You hereby agree to submit to the personal jurisdiction of such courts. If, because of a breach or default by You of any of Your obligations hereunder, it shall become necessary for Haun to enforce or defend any of Haun's rights or remedies hereunder, then any legal costs or expenses incurred by Haun shall be paid by You.

Haun charges Hazardous Materials Transportation Charges and Hazardous Materials Handling Charges to cover the costs of complying with regulations involving the storage, transportation, handling and disposal of hazardous materials. Since the actual cost to comply with these regulations may vary by product, geographic location and time, it may not specifically relate to the actual cost. This charge is not a tax and is not required by any agency or authority. The entire charge is retained by Haun to cover the cost of compliance.