



Terms and Conditions

These terms and conditions represent the entire agreement between the parties hereto and there are no collateral, oral or other agreements or understandings, unless expressly stipulated on an invoice, quote, or statement.

Warranties-Disclaimer: Seller warrants all cylinders, equipment, product or merchandise delivered herewith will meet their manufacturer's standard specifications. SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS TRANSACTION. No claim of any kind with respect to all cylinders, equipment, products, or merchandise delivered, whether based on contract, negligence, warranty, strict liability or otherwise, shall be greater than the price paid for such item in respect to which such claim is made.

Liability: Customer understands and agrees that title to cylinders and equipment remains with the seller, except in the case of a sale of cylinders, or equipment. In such event, title shall pass to customer when invoices rendered covering said cylinders or equipment is paid in full. Customer assumes all liability for damages from accidents caused by or incurred in the use or transportation of said cylinders and/or equipment. Customer shall defend, indemnify and hold harmless Seller, its officers, agents, and employees from any and all damages and/or liability to any person whomsoever, arising out of or resulting from the usage, storage, or transportation of said cylinders, and/or equipment by the customer or anyone while they are in the custody of the Customer. The Customer acknowledges receipt of the cylinders and/or equipment; in good working condition and repair and agrees to return them in as good condition subject to reasonable wear and tear. Customer shall be liable for all damage to or loss of cylinders and/or equipment regardless of the cause until they have been returned to, and receipted for, by the seller. In the event of any accident involving said cylinders and/or equipment. Customer shall promptly furnish to seller a complete report in writing, with names and addresses of witnesses and parties involved and customer shall make all reports required by law. Seller will not be liable for any special, indirect, incidental or consequential damages, whether arising from negligence warranty, strict liability or otherwise.

Use Restrictions: None of the above cylinders and/or equipment shall be sublet or loaned by the customer, nor shall it be removed from the location of the job for which it was intended to be used as above set forth, nor shall it be removed from the county in which it was delivered to customer, except by prior written consent of seller. If the law requires the user to be licensed, customer shall not use or permit use without such license. In the event of damage, breakage, or mechanical failure of said cylinders and/or equipment for any cause customer, at their own expense shall forthwith return the cylinders and/or equipment to seller. Customer is not authorized, without prior written consent of seller, to expend any money or incur any expense for seller's or customer's account for repairs to said cylinders and/or equipment. Seller may terminate any lease at any time by tender to customer of unused rent in which event customer shall forthwith return cylinders and/or equipment to the seller at such place, within the county, as the seller shall designate. Customer shall, at its own expense, maintain liability and fire insurance and such other insurance as seller may request at the time of such leasing. In the event of the insolvency or bankruptcy of the customer, or in the event the customer violates any of the terms hereof, or fails to return the cylinders and/or equipment or in the event the cylinders and/or equipment are levied upon by any legal process, such lease shall, without notice, immediately terminate and all rights of the customer to possession of the cylinders and/or equipment shall immediately terminate. Seller may repossess the same or any part thereof with or without notice and with or without legal process, and seller and its agents are hereby authorized to go upon customer's property and remove impediments and may use all force necessary to repossess said cylinders and/or equipment, and customer hereby, for itself and its employees expressly waives all damages and claims of damage or trespass, physical or pecuniary, caused by the seller in the process of taking and removing said cylinders and/or equipment. In the event of any breach by the customer hereunder, said customer promises and agrees to pay all expenses of enforcement hereof and the costs of retaking said cylinders and/or equipment and the seller shall be entitled to judgement for such expenses and for all rentals, merchandise, product and damages due hereunder, and for reasonable attorney's fees and court costs.

Notice of Non-Waiver: The failure by the seller, at any one or more time, to insist upon the strict performance by the customer of the covenants, conditions and/or terms of this agreement shall not be construed as a waiver of seller's right to demand strict compliance with and performance of all covenants, conditions and/or terms hereof. Notice of demand for strict compliance is hereby waived by the customer.

Returned merchandise: Original invoice must accompany merchandise, product, cylinders or equipment returned for credit.

Restocking: Restocking and handling charges will be made on regularly inventoried merchandise, product, cylinders or equipment returned. On returned items there will be a restocking charge of 15%. Special order items are not subject to return for credit.

Rented Cylinders and Items: By accepting rented cylinder or rented equipment, buyer agrees to: return rented cylinders to seller on demand; be responsible for any loss of, or damage to rented cylinders or equipment and to reimburse seller at the current rate of charges for such loss or damage; indemnify seller against all loss arising out of injuries to persons, or damage to property connected with the use of the rented cylinders or equipment and/or the contents of the cylinders; reimburse seller for any reasonable cost and/or attorney's fee incurred by seller in collecting payment due or enforcing the terms of these conditions, and be responsible for cylinders or equipment as to proper care, maintenance, loss of or damage to them (normal wear and tear expected) until they are returned to seller. Please note: Your payment of an invoice is your acknowledgement that the cylinder rental balance of our cylinders in your hands shown on an invoice is correct at the close of business on the date shown on the invoice.

Customer's Representation of Solvency: Buyer represents to seller that buyer has not ceased to pay its debts in the ordinary course of business, that it can pay its debts as they become due, and that buyer is solvent within the meaning of the federal bankruptcy act.

Litigation: In the event of litigation, the prevailing party shall be entitled to be reimbursed for reasonable attorney's fees and costs of suit.

Claims: All claims for defective material, shortages and discrepancies are waived unless made in writing within 30 days of receipt of delivery.

Surcharges: The total amount due from the customer may include various itemized charges, including: for the handling of hazardous materials and for compliance with the laws and regulations concerning hazardous materials; charges for handling, delivery and shipping; and/or charges for energy or fuel. None of the charges represent a tax or fee paid to or imposed by any governmental authority, and all of the charges are retained by seller.

Disclosure statement: In compliance with the federal truth-in lending act, if applicable, buyer may be charged any amount approved by seller's credit department, subject to the following conditions: No late charge if the account is paid within 30 days. All invoices unpaid 30 days from delivery are subject to a late charge of 1.5% per month (annual percentage rate of 18%) or a minimum of \$1.00 on balance due.

Authorization to obtain credit report: We authorize you to verify this information and/or obtain additional information by securing data from a credit reporting agency.