

Terms and Conditions for Service of Cylinders & Equipment (GIANT CO2=Seller) (080820)

Minimum Monthly Sale (MMS) of One Carbon Dioxide (CO2), Mixed Gas, Helium or Nitrogen cylinder every 28 days *per regulator*.

Route Service - Every 2 or 4 weeks depending on usage.

Terms and conditions upon which cylinders & equipment are loaned.

Cylinders are loaned and remain the property of Seller at all times. There is a deposit required on cylinders & equipment to be paid and collected at initial delivery of cylinders and/or equipment. Buyer is buying the gas only. Rental charges may apply. Cylinders & equipment are to remain at the original delivery location at all times. Refilling of loaned cylinders except by Seller is prohibited. GIANT reserves the right to pick up cylinders and/or equipment at any time. Lending or removing of cylinders from premises is prohibited by law. Buyer acknowledges receipt of GIANT cylinders or equipment by signing and/or paying for the associated invoice. Buyer agrees to pay for any missing or damaged GIANT cylinders or associated GIANT equipment from any cause after delivery to Buyer. Buyer agrees to return all cylinders promptly and abide by the Terms & Conditions related to cylinder service. If not returned within 28 days after the date of delivery, buyer agrees to pay to seller cylinder demurrage (rent) at the current rate per cylinder after the 28 day period; in the event the buyer fails to return cylinders within 90 days after the date of delivery, cylinders shall be considered lost and buyer agrees to pay seller for lost cylinders at seller's current list price. The buyer shall pay promptly on demand to the seller at the seller's current valuations, for loss of or damage to any cylinder, fittings or cylinder valve protection caps resulting from any cause while in the control or possession of the buyer. Seller reserves the right to initiate loss of use billing for any cylinders not returned to the Seller within a 180 day period.

Conditions of sale.

All sales are C.O.D. (Cash on Delivery) and must be paid at delivery. Credit terms are available after the initial delivery or installation once an approved credit application is on file and account remains current, or credit or debit card information is on file for automatic billing. Account must remain current. Deliveries will be suspended and GIANT cylinders and equipment picked up until account is brought current. It is agreed that title to the merchandise listed on the invoice does not pass until paid for in full. Should the merchandise be gas, Seller retains title to the unused portion until total amount of this bill has been paid. If it is necessary to institute legal action to enforce collection of the amount due under this invoice, buyer agrees to pay all necessary costs and attorney's fees. Service charges will be added to past due amounts. Seller's repossession of merchandise sold hereunder shall not preclude his right to recover a deficiency from the buyer if the price received is not sufficient to pay the amount due hereunder.

Transportation and Handling.

The cylinder or cylinders have been leak-checked after filling and prior to receipt by the customer and found to contain no leaks. The cylinder or cylinders are provided with adequate cylinder valve protection caps where threaded neck rings are provided for attachment of caps. Cylinders & equipment are to remain at the original delivery location at all times. Lending or removing cylinders from premises is prohibited by law. Seller shall not be liable for injury, loss or damage resulting from the transportation of cylinders (either empty or full of gas) in passenger cars, delivery vans, or any non-seller owned vehicle.

Disclaimer of Warranties.

There are no warranties which extend beyond the description on the face hereof, specifically there are no valid oral warranties by seller or seller's agents and seller makes no warranties of any kind, express or implied, whether of fitness or against infringement or otherwise, except that the material sold hereunder shall be of merchantable quality and shall conform to the specifications set forth herein; and buyer assumes all risks whatsoever as to the result of the use of the material purchased, whether used singly or in combination with other substances. Seller shall not be liable for special, indirect or consequential damages of any kind, or for damages arising from the presence or use of products delivered. In cases of equipment or supplies manufactured by companies with warranty policies different from seller's, the applicable warranty of the original manufacturer will apply.

Modification and Waiver.

These terms and conditions constitute the entire agreement between buyer and seller and there are no understandings, representations or warranties of any kind except as herein expressly set forth. Buyer's acceptance is expressly conditioned on the terms hereof, and any alterations or modification hereof shall be by mutual agreement of the parties and shall not be binding on seller unless made in writing and agreed to by seller. Buyer agrees that the signed copy of this agreement on file at the seller's office shall be considered to be the original agreement in the event of any dispute. Contract terms and amounts subject to change without notice.