

Global Terms & Conditions of Purchase

1. The terms and conditions set forth herein shall apply to all sales of product to customer notwithstanding any other conditions contained in Customer's purchase order or in any other documents. Seller objects to and rejects any and all terms or conditions that are additional to or different from those set forth herein. Seller also has the right to reject any purchase order without notice.
2. Seller will invoice customer upon shipment. Payment terms are stipulated on each invoice. If customer fails to make a payment in strict accordance with the payment terms, then Seller may, in addition to all other remedies, (a) immediately withhold shipments of any additional product until the delinquent amounts plus interest, transportation and storage are paid; (b) repossess product which has not been paid for; (c) charge interest at 2% per month or the maximum legal rate; and/or (d) recover all costs of collection, including attorney's fees equal to 25% of such unpaid balance or the maximum legal amount. In the event any product is returned to, or reposed by Seller, Seller, at its election, may charge customer a restocking fee of up to thirty-five percent (35%) of the price customer paid for such product including all freight cost.
3. Payment shall be made in lawful money of the United States. The acceptance by Seller of bank drafts, checks or other media of payment will be subject to immediate collection of the full amount thereof. If Seller is required to impose any tax or other governmental charge upon the production sale, and/or shipment of the products sold, then the amount thereof shall be added to the invoice and shall be paid by the Customer unless Customer furnishes Seller with an exemption certificate or other documentation sufficient to verify exemption from such taxes or governmental charges.
4. Payment terms shall be 1% 10 NET 30 days or cash in advance unless otherwise agreed to in writing between customer and iGas.
5. Any credit balance in a customer's account not claimed or used within 2 years of the date notification of such credit balance is first given to customer shall be deemed earned by Seller as additional consideration for all products provided to customer prior to such date and/or for administrative services performed by Seller in connection with customer's account.
6. Seller's weights (or Seller's measurements in case of material sold by volume) taken at shipping points shall govern
7. Seller warrants that the products shall conform to Seller's specifications applicable thereto or to such other specifications as have been agreed to by Seller in writing. EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, SELLER SPECIFICALLY DISCLAIMS AND EXCLUDES THE WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. Claims on account of weight, quality, loss of or damage to the product are waived unless made in writing within 10 days after arrival thereof at destination, and any action for breach of any obligation with respect to the purchase or sale of said product other than for non-payment hereunder, must be commenced within one year of the date of delivery, or due date of delivery in the event of non-delivery of the particular shipment upon which such claim is based. Additionally, claims for shortages are waived unless the customer signs the

bill of lading and makes a notation on the bill of lading of the number of pieces received and the amount of any shortages at the time of receipt.

9. SELLER'S TOTAL LIABILITY UNDER ANY THEORY OF RECOVERY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PRICE PAID (OR PAYABLE) TO SELLER FOR THE SHIPMENT IN QUESTION. CUSTOMER'S EXCLUSIVE REMEDY WILL, AT THE SELLER'S OPTION, BE THE REPLACEMENT OF THE NON-CONFORMING PRODUCT OR THE REFUND OF THE PARTICULAR SHIPMENT'S PURCHASE PRICE. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR LOSS OF USE, BUSINESS INTERRUPTION, LOST PROFITS, REVENUE OR OPPORTUNITY OR FOR INJURY TO PERSON OR PROPERTY, OR FOR ANY OTHER INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND OR NATURE.
10. Failure of the Seller to make, or of Customer to take, any one or more deliveries hereunder (or portions thereof) when due, if occasioned by (i) act of God or a public enemy, fire, explosion, perils of sea, flood, drought, hurricanes, war, riots, sabotage, accident, embargo, government priority, requisitioned or allocation or other action of any governmental authority, or (ii) any circumstances of like or different character beyond the reasonable control of the party so failing, or (iii) interruption of or delay in transportation, shortage or failure of supply of materials or equipment, labor trouble, partial or complete suspensions of Seller's operations, or (iv) compliance with order or request of government or any officer, department, agency or committee thereof, shall not subject said party to any liability to the other, and, at the option of either party, the total quantity to be delivered hereunder shall be reduced by the quantity of the delivery or deliveries (or portions thereof) so omitted.
11. Cylinders, carboys, drums, barrels or other returnable containers ("equipment") are the property of Seller and are loaned to Customer. Customer shall use such containers only for reasonable storage of Seller's goods originally delivered therein and shall promptly return same in good condition (thoroughly drained, but not washed, and with original closures inserted) f.o.b. Seller's shipping point unless otherwise specified. Customer agrees to comply with any applicable transportation regulations concerning empty containers used for the shipment of any hazardous materials.
12. All delivery dates specified or notices given are approximate. Seller will use all reasonable efforts to make deliveries in accordance with requested dates, but Seller does not guarantee such dates and accepts no responsibility of failure to meet such delivery dates. Seller or Customer may be required to insure shipment of product consistent with generally accepted practices in the United States for the pricing terms and shipping directions indicated on the invoice.
13. The terms and conditions stated herein set forth the entire agreement between the parties with respect to the subject matter hereof, and shall not be modified, varied or supplemented by any course of dealing, usage of trade or otherwise except by a writing signed by the parties hereto. This transaction shall be governed by the laws of the State of Florida (specifically the Uniform Commercial Code), and the terms and conditions stated herein shall bind and inure to the benefit of the executors, administrators, successors, and assigns of the parties hereto. Seller's waiver of any breach, or failure to enforce any of the terms and conditions of this contract, at any time, shall not in any way affect, limit or waive

Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

14. All Customer deposits and credits are forfeited after 12-month.

15. Extra fees for the services listed below will be charged by carriers and added to the final invoice.

- Delivery in residential areas
- Appointments required
- Liftgate on truck
- Hand unloading
- Rescheduling delivery