

## TERMS AND CONDITIONS LIMITED WARRANTY AND DISCLAIMER OF CERTAIN LIABILITIES

- 1. The cylinders and caps covered by this invoice are loaned by Vendor to Vendee, NOT SOLD, and are to be returned to Vendor in good condition and repair. The Vendee agrees to pay Vendor rent at his standard rate on all cylinders in Vendee's possession at the end of the month, the Vendee agrees further to pay Vendor the replacement cost of any and all cylinders and caps not returned to Vendor.
- 2. The Vendee waives any claims based on defective valves or other cylinder imperfections unless same are made in writing within thirty (30) days after receipt of cylinder and cylinder is returned to the Vendor tagged with Vendor's claim tag, which will be supplied upon request, stating defect.
- 3. The Vendee shall not loan or refill or cause to be loaned or refilled the cylinders furnished by the Vendor.
- 4. The Vendee shall be responsible for damage to and loss of the cylinders, fitting and caps from the time of acceptance of delivery of the cylinders, fittings and caps by the Vendee until return thereof to the Vendor.
- 5. All cylinders covered by this invoice shall be marked, at the time they are filled, with legible labels identifying the contents of said cylinders. The Vendee shall not use any cylinders that are not so marked when received, but shall return said cylinders to the Vendor for credit.
- 6. The Vendee shall indemnify and save harmless the Vendor from and against all loss or damage arising out of injuries to or death of persons, and damage to or destruction of property (other than that caused by defective cylinders or the contents thereof) in any manner caused by incident to or connected with, the cylinders or the contents thereof furnished by the Vendor, wherever the same may be during the aforesaid period.
  - The Vendee may insure against the foregoing liabilities under standard forms of insurance policies. Whenever necessary Vendee's policies should be endorsed to provide for coverage and in the event of any loss or damage as aforesaid. Vendee shall promptly report such loss or damage to the insurance company and the Vendor.
- 7. Service and deliveries by the Vendor shall be subject to floods, strikes, or other labor disturbances, fires, accidents, wars, delays of carriers, inability to obtain raw materials, failures of normal sources of supply, restraints of governments, or any other similar or dissimilar cause beyond the Vendor's reasonable control.
- 8. In addition to the price or prices specified herein the Vendee shall pay to the Vendor, or at its election, to the appropriate taxing authorities, the amount of all governmental taxes, excises or other charges, present or future, imposed upon or payable or collectible by Vendor with respect to or which is ascertained by reference to the production, sale, transportation, possession or use of any of the articles referred to herein, except taxes imposed upon or measured by net income.
- 9. Vendee agrees to pay Vendor to clean and repaint any cylinder damaged while in Vendee's possession by contacting oil, grease, paint, concrete, tar, or any other material. The price to be charged for any such cleaning and painting will be commensurate to the damage as determined by the Vendor.
- 10. By signing this invoice, customer agrees that in the event the indebtedness evidenced by this invoice or any part thereof, if turned over for collection, he or she shall pay all costs of collecting or attempting to collect same, including a reasonable attorney fee of not less than 15% whether the same be collected by suit or otherwise.

## TRANSPORTATION OF DANGEROUS GOODS

	DANGEROUS GOODS			
ID Number	Description	Shipping name	Hazard Class	
	ACETYLENE			
UN1001	Cylinders	Acetylene, dissolved	2.1	
	AIR			
UN1002	Ind., Med., Cylinders	Air, compressed	2.2	
	ARGON			
UN1006	Cylinders	Argon, compressed	2.2	
UN1951	Liquid	Argon, refrigerated liquid	2.2	
	CARBON DIOXIDE			
UN1013	Cylinders	Carbon dioxide	2.2	
UN2187	Liquid	Carbon dioxide, liquified	2.2	
UN1845	Dry ice	Carbon dioxide, solid	9.1	
	GAS MIXTURE			
UN1981	Cylinders	Rare gases and nitrogen, mixture	2.2	
UN1980	Cylinders	Rare gases and oxygen, mixture	2.2	
UN1979	Cylinders	Rare gases, mixture	2.2	
UN1956	Cylinders	Compressed gases, n.o.s.	2.2	
	HELIUM			
UN1046	Cylinders	Helium, compressed	2.2	
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	DANGEROUS GOODS				
ID Number	Description	Shipping name	Hazard Class		
	HYDROGEN				
UN1049	Cylinders	Hydrogen	2.1		
	PROPANE				
UN1075	Cylinders	Liquified Petroleum Gas	2.1		
	NITROGEN				
UN1066	Cylinders	Nitrogen	2.2		
UN1977	Liquid	Nitrogen, refrigerated liquid	2.2		
	NITROUS OXIDE				
UN1070	Cylinders	Nitrous oxide	2.2 (5.1)		
UN2201	Bu <b>l</b> k	Nitrous oxide, refrigerated liquid	2.2 (5.1)		
	OXYGEN				
UN1072	Cylinders	Oxygen, compressed	2.2 (5.1)		
UN1073	Liquid	Oxygen, refrigerated liquid	2.2 (5.1)		
	MEDICAL MIXTURES				
UN1980	Cylinders	Helium and oxygen mixtures	2.2		
UN1014	Cylinders	Carbon dioxide and oxygen mixtures	2.2		
	PROPYLENE				
UN1077	Cylinders	Liquified Petroleum Gas	2.1		