

AIR LIQUIDE UK LIMITED CONDITIONS OF SALE

1. VARIATIONS OF CONDITIONS

Unless otherwise stated a written quotation by Seller constitutes an offer to sell the goods or provide the services described subject to these Conditions. Should any of these conditions conflict with any conditions stated in Purchaser's order, these conditions shall prevail. The giving by Purchaser of any instructions for the provision of services or delivery of the goods or any part thereof, or the acceptance by Purchaser in confirmation of the transaction set out on the basis thereof after receipt by Purchaser of this document shall constitute unqualified acceptance by Purchaser of these Conditions.

2. PASSING OF PROPERTY

The Property in the goods shall notwithstanding delivery to Purchaser remain in Seller until Purchaser has paid the full price as well as all other sums whatsoever due to Seller. If at any time payment of the price of any other sums due to Seller is overdue, Seller may by its servants or agents enter upon Purchaser's premises and recover and dispose of the goods and Purchaser shall make no claim against Seller in respect of such entry or disposal.

Purchaser may in the ordinary course of business mix the goods with other objects or convert the goods into other objects whether by the process of manufacture or otherwise and whether or not such mixture or conversion renders the goods unidentifiable. In that event, the property in the mixture or the converted goods as the case may be shall forthwith pass to Seller and remain with Seller from the moment of mixture or conversion until Purchaser has paid all sums whatsoever due to Seller, and the provisions of the above sub-clauses shall apply to any such mixture or converted goods as if it or they were the goods themselves.

3. PASSING OF RISK

The risk in goods supplied overland shall pass to Purchaser on delivery to Purchaser's designated premises or to the carrier nominated by him (whichever shall first occur). The risk in goods supplied by sea or air transport shall pass to Purchaser on delivery to the carrier nominated by Purchaser, in which case Seller will at Purchaser's written request cost and risk arrange for Purchaser's express instructions as to transit and packaging for sea or air transport to be carried out. Seller shall only be liable to deliver the goods where Purchaser has provided adequate unloading facilities.

4. DELIVERY BY INSTALMENTS

If Seller shall fail to make delivery or shall make defective delivery of any instalment, such failure or defective delivery shall not affect the obligations of the parties under the contract of which these Conditions form part in respect of other instalments.

5. NON-DELIVERY /LOSS/DAMAGE/DEFECT

Seller shall be notified in writing of the non-receipt of any goods by Purchaser or his nominated agent within five days of intended delivery failing which Seller shall be under no liability whatsoever to Purchaser. Purchaser must notify Seller in writing of any alleged deficiency, defect or damage to the goods within one day of receipt in respect of dry ice, three days for cylinder gases and fourteen days for other goods and thereafter shall be deemed to have accepted the goods in all respects. Any such notice must specify the particular defect and must afford Seller reasonable opportunity to inspect the goods in question. If the goods are agreed by Seller to be defective or faulty Seller will (at its option) either rectify the defect or fault or replace any such goods or credit the invoice value if the goods and such rectification or replacement or credit shall be in full satisfaction of any claim by Purchaser.

6. FORCE MAJEURE

Seller shall do all in its power to perform the terms of any contract of which these Conditions form part and in particular to meet all delivery dates but shall not be liable for any failure to observe, or breach of any of the terms hereof by reasons for acts of God, war, riots, civil commotions, strikes, blackouts, trade disputes, fires, breakdowns, interruptions of transport, Government action, delays in delivery by Seller's supplier or any other cause whatsoever beyond its control. If and for so long as and to the extent that Seller is unable to supply the goods, Purchaser having given written notice to Seller may, at its own cost and risk, order such quantities of goods as may be needed from other suppliers.

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7. PRICE VARIATION

Unless specifically agreed otherwise, the price of goods and services shall be the price effective at the time of delivery.

VAT or any other tax then applicable will be charged at the rate prevailing at the time of supply.

8. CONTAINERS AND EQUIPMENT

All equipment, cylinders or containers enclosing or supporting the goods (postal packaging and rail ice cartons always excepted) shall remain the property of the Seller unless subject to a specific outright sale agreement.

If at any time Purchaser shall not have in its possession or control the number of containers or cylinders indicated by Seller's records Seller may treat the number of containers or cylinders which Purchaser is then so deficient, as lost, unless Purchaser can prove otherwise, to the satisfaction of Seller.

Seller shall be responsible for the repair and maintenance of equipment, cylinders and containers owned by Seller, however Purchaser shall pay for any loss or damage caused by Purchaser's obvious neglect or default. In the event of cylinders or containers owned by Seller being lost or destroyed whilst in Purchaser's possession or control Purchaser shall pay Seller the current replacement cost as specified by Seller.

Payment of a rental invoice for equipment, cylinders or containers is deemed conclusive (subject to transactions prior to date of invoice which have not been included in the invoice) as to the Purchaser's holding of Seller's equipment, cylinders or containers as shown at the date of invoice.

In the event of non-payment of rental after 3m months, the Purchaser shall be liable for the full cost of the cylinder/s and para.2 shall also apply.

Unless specifically agreed otherwise in writing, Purchaser shall not refill or allow the refilling of Seller's cylinders or containers enclosing the goods.

9. WARRANTY AND LIABILITIES

Seller warrants that the specifications of the goods supplied is not less than in Seller's published specifications laid down in gas data and safety literature, unless otherwise specifically stated in writing and conform in all appropriate respects with the requirements of the Health and Safety at Work Act 1974 and associated legislation.

Seller shall have no liability whatsoever in respect of losses, cost or expenses of a purely financial or economic nature (including, but not limited to, loss of profits, loss of use or other consequential loss), or any other loss or damage not covered below, unless such loss, cost, expense or damage be caused by Seller supplying goods that are not of the purity warranted or by failure to deliver or by late delivery of goods by Seller, in which case Seller's liability shall be limited to the value of the quantity of goods concerned (at Seller's selling price).

Subject to any other limitations or exclusion of liability expressed elsewhere the liability of Seller to Purchaser in respect of personal injury or direct physical damage to property (and losses, costs and expenses directly arising from such injury or damage), whether through negligence or otherwise, shall be limited to £500,000 in respect of any one incident, except that nothing shall restrict Seller's liability to an injured person or his personal representatives for personal injury or death resulting from negligence.

It is Purchaser's responsibility to satisfy itself that the goods are suitable for the purpose for which Purchaser intends to use them. Whilst all written recommendations made by Seller relating to the use or treatment of the goods are made in good faith and in the belief that they are correct, Seller shall have no responsibility whatsoever for any damage, liability, cost, or claim for any expense suffered by Purchaser or any third party through following such recommendations.

Advice on safety, storage and the use of goods is available from Seller on request. If Purchaser is not already in possession of the relevant information, Seller should be notified immediately.

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10. SPECIFICATION VARIATIONS

Seller reserves the right to alter the specification of any goods without prior reference to Purchaser, provided that the goods comply in all other known respects with Purchaser's requirements.

Goods are manufactured and supplied under a quality system approved to BS5750 Part II/ISO 9002

11. TRADE MARKS/PATENTS

The supply of goods by Seller shall not confer any right upon Purchaser to use any Seller's trade mark without prior written consent of Seller and at all times such trade mark shall remain the property of Seller. Neither does it imply any right to use any Sellers' patent of any indemnity infringement of third party patents.

12. RESALE OF GOODS

Goods shall not be resold in Seller's cylinders, or containers enclosing, containing or supporting the goods.

13. ASSIGNMENT

Purchaser shall not, without Seller's written consent, assign or transfer or purport to assign or transfer the contact to which these Conditions relate or the benefit thereof to any other person whomsoever.

14. INDULGENCE

No indulgence of forbearance extended to Purchaser shall limit or prejudice any right or claim available to Seller.

15. CANCELLATION

If Purchaser shall fail to make any payment when it becomes due or shall enter into any composition or arrangement with its creditors, or if being incorporated company shall have a receiver appointed or shall pass a resolution for winding-up or Court shall make an Order to that effect, or if not being an incorporated company, shall have a receiving order made against it or if there shall be any breach by Purchaser of any of the terms or conditions hereof, Seller may defer or cancel any further deliveries and treat the contract of which these Conditions form part as determined but without prejudice to its right to any unpaid purchase price of goods and to damages for any loss suffered in consequence thereof.

If Seller ceases for any reason to supply goods to Purchaser, seller may on demand retake possession of any Seller's property.

16. PAYMENT

Purchaser shall pay all invoices rendered by Seller by the thirtieth day following date of invoice.

17. OPERATION OF LAW

These Conditions shall be constructed and the rights of the parties hereto shall be regulated by the law of England.

18. PERSONAL DATA

Any personal data collected by Air Liquide will be stored securely and will only be used for lawful business purposes. Personal data may be shared with third parties where the third party has been engaged to process data on our behalf for lawful business transactions under this contract. Personal data will not be shared with any third party marketing companies without your specific consent. For further information regarding your data and your data subject access rights please refer to the Air Liquide (UK) Privacy Statements available through our internet site:

<https://industry.airliquide.co.uk/privacy-statement> and the ICO website <https://ico.org.uk/>

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For the purposes of these conditions, the terms used have the meaning set out in the applicable regulations on personal data processing, including:

- (i) The Data Protection Act 1998, the directive 2002/58/CE of the European Parliament and of the Council of 12 July 2002, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("the General Data Protection Regulation"), and
- (ii) Any other future applicable legislation which might complete or replace them.

(Hereinafter together "Data Protection Regulation").

Seller and Purchaser will undertake to comply with their respective obligations under the Data Protection Regulation. Each Party guarantees the other Party that it complies with the Data Protection Regulation, in particular in terms of personal data security and confidentiality.

Parties undertake to implement the appropriate technical and organizational measures to protect the personal data against any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed, taking into account the nature, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

To perform the contract herein, each Party may collect and process personal data relating to the other Party's employees and/or clients, or any other categories of data subjects relevant for the performance of the contract.

Each Party acknowledges acting as a controller concerning the collection and processing of such personal data carried out for the provision of the contract. Each Party undertakes therefore to comply with all the requirements of the Data Protection Regulation which are imposed on the controller.

Parties undertake to comply with this article throughout the term of the contract and beyond when the obligations set out in this article shall survive upon termination of this agreement according to Data Protection Regulation and notably the obligation of security and confidentiality of the personal data.