

## WARRANTIES

(a) Gas Products. General Distributing Company warrants that Gas Products delivered hereunder will meet Manufacturer's standard specifications for purity. Upon confirmation by Manufacturer that a Gas Product delivered hereunder is non-conforming, User may reject such Gas Product, and no charge will be made for any Gas Product so rejected. General Distributing Company authorizes no other person or party to assume for it any other obligation or liability in connection with Gas Products. The remedy hereby provided shall be the exclusive and sole remedy of customer and General Distributing Company or Manufacturer shall not be liable for any special, incidental or consequential damages of any kind arising out of any claim made hereunder. No claim of any kind, whether or not based on warranty or negligence, as to Gas Products delivered hereunder shall be greater in amount than the purchase price of the Gas Products in respect to which damages are claimed. GENERAL DISTRIBUTING COMPANY MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY GENERAL DISTRIBUTING COMPANY AND EXCLUDED FROM THIS AGREEMENT. Notice of any claims as to any Gas Product delivered hereunder shall be given within thirty (30) days from the date of delivery in the case of Gas Products in bulk form and ninety (90) days from the date of delivery in the case of Gas Products in cylinder form and failure to give notice within such time shall constitute a waiver by Customer of all claims in respect thereto.

(b) Welding and/or Medical Products. General Distributing Company warrants that any Welding and/or Medical Products delivered, shipped or furnished hereunder will meet its standard specifications at the time of manufacture and will conform to any promises and affirmations of fact made on the container and label. Except for the foregoing, General Distributing Company's Manufacturer may supply with the product or otherwise publish hereafter. General Distributing Company authorizes no other person or party to assume for it any other obligation or liability in connection with any such products. The remedy hereby provided shall be the exclusive and sole remedy of customer and General Distributing Company or Manufacturer shall not be liable for any special, incidental or consequential damages of any kind arising out of any claim made hereunder with respect to Welding and/or Medical Products. No claim of any kind, whether or not based on warranty or negligence, as to Welding and/or Medical Products delivered hereunder shall be greater in amount than the purchase price of the Welding and/or Medical Products in respect to which damages are claimed. GENERAL DISTRIBUTING COMPANY 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 GENERAL DISTRIBUTING COMPANY AND EXCLUDED FROM THIS AGREEMENT.

**TERMS:** Balances remaining unpaid on your account after 30 days from date of purchase are subject to a **FINANCE CHARGE** at a **PERIODIC RATE** of **1.5% PER MONTH (\$1.00 MINIMUM)** which is an **ANNUAL PERCENTAGE RATE OF 18%**. We compute the finance charge by applying the periodic rate to the adjusted balance of your account. That balance is determined by taking the balance you owe at the end of the previous billing cycle and subtracting all payments and credits received during the present billing cycle. To avoid a finance charge, pay the new balance shown on your billing statement within 30 days immediately following the billing statement date. Customer agrees to pay reasonable attorney and collection fees if this account is placed for collection or suit.

Cylinders and rental equipment are rented to customers and no title passes to customer unless agreed upon in writing by General Distributing Company. A **MONTHLY RENTAL CHARGE** at established rates will be invoiced at the end of each billing cycle. Rental charges will accrue for each day the cylinder or rental equipment is away from General Distributing Company's distribution location. For any service agreement cylinder that is loaned without a written service agreement, rental charges will accrue for every day the cylinder is away from General Distributing Company's distribution location. Customer agrees to be responsible for all loss or damage to any cylinder or rental equipment resulting from any cause while in customer's possession. Customer acknowledges delivery and acceptance of the cylinders or rental equipment in good condition. In the event of damaged cylinders or rental equipment, the customer agrees to pay charges to replace or recondition to meet existing D.O.T. standards. No change in or addition to the terms and provisions hereof shall be made unless approved in writing by a representative of General Distributing Company authorized to accept this agreement. Refilling of rented cylinder or rental equipment, as applicable, except by General Distributing Company, or loan of the cylinders or rental equipment without the written consent of General Distributing Company is prohibited.