

MATHESON
GAS CYLINDER RENTAL TERMS AND CONDITIONS

CYLINDER RENTAL TERMS:

Matheson Tri-Gas, Inc. directly and/or by and through its various affiliates (collectively, "Matheson") offers two cylinder rental plans: MONTHLY RENTAL and DEPOSIT RENTAL. The following provides a general description of each plan. Further information is available by contacting your Matheson Customer Service Center.

All rental rates and cylinder deposits are subject to change without notice and will apply to all cylinders in customer's possession. Matheson reserves the right to alter, modify or end any rental plan or any item or condition therein.

Rental invoices shall be deemed valid and correct, and purchaser hereby waives any claim that any invoice or the sums stated thereon as due and owing are invalid or incorrect, unless purchaser notifies Matheson within thirty (30) days of receipt of any inaccuracies or discrepancies.

The diamond shaped label affixed to the Matheson cylinder meets US Department of Transportation requirements for their return. Labels should not be removed even if cylinders are being returned as empty. Matheson tracks each separate cylinder by serial number.

Under both plans, upon receipt of the returned cylinder(s), Matheson will inspect each and customer agrees to pay the costs to repair or to rehabilitate any cylinder(s) not returned in good condition which is/are not capable of being immediately returned to service.

Under both plans, all cylinders remain the property of Matheson.

MONTHLY RENTAL PLAN:

Monthly rental is charged as cylinders are shipped: Rental is charged starting **on** the date the cylinders are shipped at the Daily Rental Rate until **they are received at a Matheson facility**, in good condition with a cylinder cap dust cap and/or dust plugs in place and securely tightened, with shipping charges prepaid to the original point of shipment. Information for the Daily Rental Rate for each type cylinder is available by contacting your Matheson Regional Customer Service Center.

A rental statement is provided monthly relating to the cylinder activity of the previous month. In addition to other applicable charges, a reconditioning charge of \$65.00 will be assessed for each cylinder that has been in a customer's possession more than two (2) years. A \$15.00 minimum rental fee will be charged per invoice.

DEPOSIT RENTAL PLAN:

A deposit is charged when the cylinder is shipped. The full amount of the cylinder deposit will be credited or refunded, if the cylinder is returned in good condition, with cylinder cap, dust cap and/or dust plugs in place and securely tightened, with shipping charges prepaid to the original point of shipment, within thirty (30) days from the time of shipment. When cylinders are not returned within thirty (30) days, rental will be charged and deducted from the deposit at the Daily Deposit Rental Rate. Information for the Daily Deposit Rental

Rate for each type cylinder is available by contacting your Matheson Regional Customer Service Center.

Upon 100% depletion of cylinder deposit, rental charges will be billed monthly at the then effective Daily Rental Rate (see Monthly Plan for information on the Daily Rental Rate). In addition to other applicable charges, a reconditioning charge of \$65.00 will be assessed for each cylinder that has been in a customer's possession more than two (2) years. No refund will be granted for cylinders returned when, after our inspection; we have determined that the cylinder cannot be returned to service.

MISCELLANEOUS CHARGES:

Transport caps and outlet caps or plugs are important in protecting the cylinder and valve. If these caps are not returned with the cylinder, the cylinder valve may be damaged in transit. As per DOT, zone A-D materials must be equipped with valve protection and gas tight outlet caps or plugs. In addition to charges for repairs to any damaged valve, the customer will pay for missing caps and/or plugs. Information on the specific charge for a missing item is available by contacting your Matheson Customer Service Center.

From time to time, Seller may need to recover unusual or unexpected cost increases which may be of a limited duration ("Surcharges"). Such Surcharges are intended to cover the increasing costs faced by the Seller including but not limited to complying with federal, state and local regulations involving the storage transportation and disposal of hazardous materials, energy/fuel price changes, loss of local production facilities, raw material or commodity supply dislocations, and other similar events. The amount of the Surcharge may not be specifically related to actual costs incurred by Seller, which may vary by the type of product or service, geographic location, and time. The Surcharge, unless specifically identified otherwise, is not a federal, state or local tax and is not required by any federal, state or local agency or authority. Seller retains the entire amount of the Surcharge.

A hazardous material surcharge of \$9.95 will be added to each invoice.

CYLINDER RETURNS:

The customer is responsible for all costs associated with the transportation of cylinders between Matheson and the customer's site. All exceptions require a signed agreement prior to shipment.

LECTURE BOTTLES LB:

Lecture Bottles are purchased outright as part of the initial gas sale and are therefore the customer's responsibility.

PRICES:

Prices listed in this document were current at the time of revision, but are subject to change without notice. Prices shall be those that are in effect on the date cylinders are shipped.