

Cylinder Rental Policy

CYLINDER RENTAL TERMS:

Earlbeck Corporation directly and/or by and through its various affiliates (collectively, "Earlbeck") offers two cylinder rental plans: MONTHLY RENTAL and LEASE AGREEMENTS. The following provides a general description of each plan. Further information is available by contacting your Earlbeck Gases & Technologies 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. Earlbeck 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 Earlbeck within thirty (30) days of receipt of any inaccuracies or discrepancies.

The diamond shaped label affixed to the Earlbeck cylinder meets US Department of Transportation requirements for their return. Labels should not be removed even if cylinders are being returned as empty. Under both plans, upon receipt of the returned cylinder(s), Earlbeck 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 Earlbeck.

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 Earlbeck 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 Earlbeck Gases & Technologies Customer Service Center. A rental statement is provided monthly relating to the cylinder activity of the previous month.

LEASE AGREEMENTS: A 1 year, 2 year or 5 year leasing fee is charged when the cylinder is shipped. Information for the leasing rates for each type cylinder is available by contacting your Earlbeck Gases & Technologies Customer Service Center. Upon the expiration of a lease, rental charges will be billed monthly at the then effective Daily Rental Rate (see Monthly Plan for information on the Daily Rental Rate), or the customer has the option to renew their lease.

DEPOSITS: A security deposit may be required at the time of rental. The deposit will be refunded upon return of the cylinder(s) in satisfactory condition, less any charges for damages or late fees.

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 Earlbeck Gases & Technologies 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.

CYLINDER RETURNS: The customer is responsible for all costs associated with the transportation of cylinders between Earlbeck and the customer’s site. All exceptions require a signed agreement prior to shipment.

LOST CYLINDERS: The customer agrees to pay for any lost cylinders while in their possession, at the current replacement value of the cylinder.

SAFETY AND LIABILITY: The customer must strictly follow storage, handling, and safety procedures for cylinders as outlined in the American National Standard ANSI Z49.1 Safety in Welding, Cutting, and Allied Processes. The standard may be downloaded for free at www.aws.org

Customers are responsible for ensuring that they have the necessary knowledge, training, and certifications to handle compressed gases safely.

CONFORMANCE STANDARDS: Welding shielding gases produced by Earlbeck Gases & Technologies are done so in accordance with AWS A5.32/5.32M. This specification does not require the supplier of the shielding gas to provide a Certificate of Conformance for the shielding gases it produces. Instead, Section 5.Certification of AWS A5.32/5.32M states:

“By affixing the AWS specification and classification designations on the packaging enclosing the product, the supplier (manufacturer) certifies that the product meets all of the requirements of the specification.”

Earlbeck Gases & Technologies meets this requirement and certifies that the shielding gas in the cylinder meets the requirements of AWS A5.32/A5.32M by affixing a label on each cylinder that states, “Meets AWS A5.32/A5.32M”.

Certificates of conformance for gases not used for shielding purposes can be requested by contacting your Earlbeck Gases & Technologies Customer Service Center.