CYLINDER GAS AND WELDING PRODUCTS AGREEMENT

This Agreement, made as of the ______ day of ____________________________ by and between LINDE CANADA LIMITED, having an office at 5860 Chedworth Way, Mississauga, Ontario, L5R 0A2 (hereinafter referred to as “Linde”) and ____________________________, having a location or locations at ____________________________ (hereinafter referred to as “CUSTOMER”) hereby agree as follows:

1. **PRODUCT**
   (a) Linde agrees to sell to the CUSTOMER and the CUSTOMER agrees to buy from Linde upon the terms and conditions herein set forth all the CUSTOMER’S present and future requirements of the products listed below (“PRODUCTS”) in whatever quantities, and as to gas PRODUCTS (“GASES”) in whatever form (e.g., liquid or gaseous), for the CUSTOMER’s consumption at the related CUSTOMER location listed below (“CUSTOMER LOCATION”). CUSTOMER shall not purchase from any person or entity any goods or materials for use at the CUSTOMER LOCATIONS that CUSTOMER could substitute for the PRODUCTS. CUSTOMER shall notify Linde if CUSTOMER expands or relocates the operations of a CUSTOMER LOCATION or ADDITIONAL LOCATION (defined in the next sentence). Linde may elect to satisfy CUSTOMER’S requirements, under the terms of this Agreement, for PRODUCTS at a location where CUSTOMER expands or relocates the operations of a CUSTOMER LOCATION (“ADDITIONAL LOCATION”), or at a location where CUSTOMER expands or relocates the operations of an ADDITIONAL LOCATION.
   (b) Linde agrees to rent to the CUSTOMER and the CUSTOMER agrees to rent from Linde upon the terms and conditions herein set forth the CYLINDERS (defined in Section 2(a)) and related equipment containing the CUSTOMER’s requirements of gas PRODUCTS (“GASES”).

**PRODUCTS, PRICES AND OTHER CHARGES, AND CUSTOMER LOCATIONS.** The PRODUCTS, PRODUCT prices, CYLINDER rental rates and other charges, and CUSTOMER LOCATIONS are as outlined in attached proposal # ____________________________:

*If a PRODUCT is described as “exempt”, then it is exempt from Section 4(c).
**If no CUSTOMER LOCATION is listed for a PRODUCT, then the CUSTOMER LOCATION for that PRODUCT is the same as the CUSTOMER address listed in the opening paragraph of this Agreement.

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE A PART OF THIS AGREEMENT AND HAVE BEEN READ FULLY BY CUSTOMER.

Linde Canada Limited

(CUSTOMER NAME)  
By: ____________________________  
(Print Name)  
Title: ____________________________

Date: ____________________________

Submitted by: ____________________________

Linde Canada Limited

(CUSTOMER NAME)  
By: ____________________________  
(Print Name)  
Title: ____________________________

Date: ____________________________

Submitted by: ____________________________
2. ORDERS AND SUPPLY OF PRODUCT
(a) Linde will supply the CUSTOMER’s requirements of the GASES in gaseous or liquid form in suitable containers such as gas cylinders, liquid cylinders or dewars or small bulk cryogenic storage vessels (collectively, “CYLINDERS”).
(b) The CUSTOMER agrees to give reasonable notice to Linde whenever it expects its delivery requirements of PRODUCTS to increase or decrease beyond usual limits, in order to enable Linde to regulate its production and supply facilities accordingly.
(c) If delivery of any PRODUCT is overdue, then CUSTOMER shall pick up the PRODUCTS at such Linde location and at such time as Linde advises.
(d) Linde may at any time modify or discontinue selling (or renting) any PRODUCT without notice to CUSTOMER and CUSTOMER shall have no claim against Linde for failure to furnish any PRODUCT.
(e) The performance of Linde’s obligations hereunder is subject to and contingent upon, flood, strikes or other labour disturbances, fires, accidents, war, delays of carriers, inability to obtain raw materials, machinery breakdown, abnormal demand, failure of normal sources of supply, restrictions of government, or any other similar or dissimilar cause beyond Linde’s reasonable control.

3. DELIVERIES
(a) Linde may deliver to the F.O.B. Linde’s location or F.O.B. CUSTOMER’S LOCATION if Linde delivered the PRODUCTS.
(b) Notwithstanding anything else herein, title to the CYLINDERS shall remain at all times with Linde.

4. PRICES AND PAYMENT
(a) The price(s) per cubic meter of the GASES and per unit of any PRODUCTS comprised of welding or industrial equipment or supplies (collectively, “WELDING PRODUCTS”), shall be as hereinafter set forth.
(b) The amount payable for rental of the CYLINDERS shall be at the rate as specified on the reverse side of this document.
(c) The PRODUCT prices and CYLINDER rent specified herein may be increased by Linde at any time to time, by giving CUSTOMER not less than thirty (30) days prior notice of such increase stating the amount or amounts thereof. The CUSTOMER shall be deemed to have agreed unless, within such thirty (30) days, the CUSTOMER furnishes satisfactory evidence of lower prices or CYLINDER rent for the PRODUCTS affected by an increase in the PRODUCT prices or CYLINDER rent ("DECREASED PRODUCT") quoted by a bona fide manufacturer or supplier, in which case Linde may for a period of 60 days thereafter, elect in its sole discretion, to:
   (i) meet the lower prices or rent as quoted by such manufacturer or supplier;
   (ii) reinstate the price(s) or rent in effect under this Agreement at time of said decrease.
(d) Linde may, upon written request, give credit to the CUSTOMER for the price of any GASES remaining in CYLINDERS at the time of return of said CYLINDERS.
(e) Linde may at any time demand that CUSTOMER return all CYLINDERS rented to Linde and shall promptly make payment to Linde, at Linde’s then current replacement value, for any or all CYLINDERS which are not returned to Linde within 10 days after demand therefor by Linde. In addition, Linde reserves the right to charge CUSTOMER extra for the rental of CYLINDERS or their accessories, but if any are returned in a damaged condition or without any caps, fittings or valves, Linde will promptly refund to CUSTOMER the actual cost of LINDE for making said repairs and of replacing any missing parts, or Linde’s then current replacement values for any or all damaged CYLINDERS if they are damaged beyond repair.
(f) Linde may at any time demand that CUSTOMER return all CYLINDERS to Linde. Upon receiving a demand therefor from Linde, CUSTOMER shall return all CYLINDERS to Linde and shall promptly make payment to Linde, at Linde’s then current replacement value, for any or all CYLINDERS which are not returned to Linde within 10 days after demand therefor by Linde. In addition, Linde reserves the right to charge CUSTOMER extra for the rental of CYLINDERS or their accessories, but if any are returned in a damaged condition or without any caps, fittings or valves, Linde will promptly refund to CUSTOMER the actual cost of LINDE for making said repairs and of replacing any missing parts, or Linde’s then current replacement values for any or all damaged CYLINDERS if they are damaged beyond repair.
(g) Linde may at any time demand that CUSTOMER return all CYLINDERS to Linde. Upon receiving a demand therefor from Linde, CUSTOMER shall return all CYLINDERS to Linde and shall promptly make payment to Linde, at Linde’s then current replacement value, for any or all CYLINDERS which are not returned to Linde within 10 days after demand therefor by Linde. In addition, Linde reserves the right to charge CUSTOMER extra for the rental of CYLINDERS or their accessories, but if any are returned in a damaged condition or without any caps, fittings or valves, Linde will promptly refund to CUSTOMER the actual cost of LINDE for making said repairs and of replacing any missing parts, or Linde’s then current replacement values for any or all damaged CYLINDERS if they are damaged beyond repair.
(h) Linde may at any time demand that CUSTOMER return all CYLINDERS to Linde. Upon receiving a demand therefor from Linde, CUSTOMER shall return all CYLINDERS to Linde and shall promptly make payment to Linde, at Linde’s then current replacement value, for any or all CYLINDERS which are not returned to Linde within 10 days after demand therefor by Linde. In addition, Linde reserves the right to charge CUSTOMER extra for the rental of CYLINDERS or their accessories, but if any are returned in a damaged condition or without any caps, fittings or valves, Linde will promptly refund to CUSTOMER the actual cost of LINDE for making said repairs and of replacing any missing parts, or Linde’s then current replacement values for any or all damaged CYLINDERS if they are damaged beyond repair.
(i) Linde may at any time demand that CUSTOMER return all CYLINDERS to Linde. Upon receiving a demand therefor from Linde, CUSTOMER shall return all CYLINDERS to Linde and shall promptly make payment to Linde, at Linde’s then current replacement value, for any or all CYLINDERS which are not returned to Linde within 10 days after demand therefor by Linde. In addition, Linde reserves the right to charge CUSTOMER extra for the rental of CYLINDERS or their accessories, but if any are returned in a damaged condition or without any caps, fittings or valves, Linde will promptly refund to CUSTOMER the actual cost of LINDE for making said repairs and of replacing any missing parts, or Linde’s then current replacement values for any or all damaged CYLINDERS if they are damaged beyond repair.
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(k) Linde may at any time demand that CUSTOMER return all CYLINDERS to Linde. Upon receiving a demand therefor from Linde, CUSTOMER shall return all CYLINDERS to Linde and shall promptly make payment to Linde, at Linde’s then current replacement value, for any or all CYLINDERS which are not returned to Linde within 10 days after demand therefor by Linde. In addition, Linde reserves the right to charge CUSTOMER extra for the rental of CYLINDERS or their accessories, but if any are returned in a damaged condition or without any caps, fittings or valves, Linde will promptly refund to CUSTOMER the actual cost of LINDE for making said repairs and of replacing any missing parts, or Linde’s then current replacement values for any or all damaged CYLINDERS if they are damaged beyond repair.

5. CYLINDERS
(a) If the CUSTOMER shall not or shall not fully or fill any CYLINDER with any gas, liquid or solid, or permit any of them to be filled or to be emptied, except by Linde and shall promptly return to Linde all empty CYLINDERS, in good condition, with valves tightly closed. Credit will not be given for residual PRODUCT in any cylinder.
(b) CUSTOMER shall at no time part with possession of or dispose of any CYLINDERS. CUSTOMER shall not permit any person to remove a CYLINDER from Linde premises to which it is at the time belonging, except by Linde, and shall promptly return to Linde to CUSTOMER’s premises all CYLINDERS or their accessories, but if any are returned in a damaged condition or without any caps, fittings or valves, CUSTOMER shall promptly pay LINDE on demand for the actual cost to LINDE of making all necessary repairs and of replacing all missing parts, or Linde’s then current replacement values for any or all damaged CYLINDERS if they are damaged beyond repair.
(c) LINDE may at any time demand that CUSTOMER return all CYLINDERS rented to LINDE by CUSTOMER. LINDE shall have the right to retain all CYLINDERS so rented until the amount due to LINDE is paid, in full, with respect to the CYLINDERS so returned, or until all obligations of the CUSTOMER to LINDE are satisfied.
(d) LINDE may at any time demand that CUSTOMER return all CYLINDERS to LINDE. LINDE shall have the right to retain all CYLINDERS so returned until the amount due to LINDE is paid, in full, with respect to the CYLINDERS so returned, or until all obligations of the CUSTOMER to LINDE are satisfied.
(e) LINDE may at any time demand that CUSTOMER return all CYLINDERS to LINDE. LINDE shall have the right to retain all CYLINDERS so returned until the amount due to LINDE is paid, in full, with respect to the CYLINDERS so returned, or until all obligations of the CUSTOMER to LINDE are satisfied.
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This addendum is made part of the agreement dated between and Linde Canada Limited

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<th>Product*</th>
<th>Material Number</th>
<th>UOM</th>
<th>Product</th>
<th>Customer Price</th>
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| Location ** |

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<tr>
<th>Cylinder Rental</th>
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<td>Description</td>
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(CUSTOMER NAME)

LINDE CANADA LIMITED

By: _____________________________

By: _____________________________

(CUSTOMER NAME)

Title: _____________________________

Title: _____________________________

Date: _____________________________

Date: _____________________________