

GENERAL CONDITIONS OF PURCHASE

1. Applicability

- (i) These General Conditions of Purchase apply to all orders of Air Products SA/NV ("Purchaser"), in respect of the purchasing of goods from, or rendering of services by, the supplier ("Seller").
- (ii) The Seller's quotation is incorporated into and made a part of this Purchase Order only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with other terms of this Purchase Order.
- (iii) No other terms or conditions shall be binding upon Purchaser unless Purchaser has specifically accepted them in writing.

2. Delivery

- (i) The property and risk in the goods shall pass to Purchaser as specified in the body of the Purchase Order or Call Off Release or if not so specified, ex Seller's Works.
- (ii) Seller will be liable for delay in delivery or completion of performance after the date specified under "Contractual Delivery Date" unless such delay is prevented by events beyond Seller's control (and not occasioned by its fault or negligence), in which case Seller will inform Purchaser immediately and unless a new date is agreed the Seller's time for delivery will be extended by a period equal to the period of such prevention.

3. Prices and Payment

- (i) Unless otherwise indicated in the Purchase Order or Call Off Release, the price includes packing and carriage to the contractual Delivery Point.
- (ii) Payment of invoices (which must show Purchaser's Order and Item Number) will be made at the end of the month following the month in which they are dated (i.e. on a nett monthly account basis) provided that the goods or services are received on or before the date of invoice.

4. Inspection

- (i) Purchaser and any persons authorised by Purchaser may, before delivery, inspect, test or identify (and reject if necessary) the goods and any documentation. Such inspection, test or identification shall not constitute acceptance by Purchaser of the materials and goods in question.

- (ii) Purchaser is under no obligation to test or inspect the goods before or after delivery.

5. Warranty

- (i) Seller warrants that the goods are new and free from defects.
- (ii) If within 12 months from the date the goods are put to use (but not exceeding 18 months from the date of delivery) Purchaser notifies Seller of a defect (being a fault in workmanship, material or design, or a discrepancy from the contract description or specification) Seller will repair or replace the defective goods at Seller's expense (including packing and carriage). The repaired or replacement goods shall be subject to a like warranty.
- (iii) If within 7 days of such notification, Seller does not undertake to effect such repair or replacement and complete the same within a reasonable time Purchaser may do so and the costs and expenses incurred will be recoverable from Seller.

6. Cancellation

- (i) Purchaser may cancel and require Seller to cease work upon the whole or any part of the goods or services under the contract by giving the Seller written notice to that effect.
- (ii) Except where such cancellation is caused by Seller's failure to perform an essential term of the contract, such cancellation shall be upon the following terms:
 - (a) If Seller possesses any completed goods Purchaser shall elect either to take delivery thereof and pay Seller a proportionate part of the price or not to take delivery and pay the Seller the difference (if any) between the market value thereof and the said proportion of price at the date of cancellation, and
 - (b) If Seller possesses any raw material or part finished goods Purchaser shall elect either to require Seller to complete and deliver the same to Purchaser and pay Seller a proportion of the price in respect of the stage of completion of such goods less the market value thereof at the date of cancellation, and
 - (c) If Seller has placed firm orders for any goods which are not in his possession, Purchaser shall elect either to take an assignment of Seller's rights and obligations under such orders or pay the cost, if any, of discharging Seller's obligations thereunder.
- (iii) Nothing in these Conditions of Purchase shall limit or exclude Purchaser's right to cancel the contract or any part thereof if Seller fails to observe or perform any of its essential terms and in such event Purchaser may procure the materials, goods or services from another source and Seller will pay any excess costs Purchaser may incur thereby.

7. Sub-Contracting and Assignment

- (i) Except in respect of goods and services bought or procured in the normal course of Seller's business no work under the contract shall be sub-let without Purchaser's written consent. A copy of Seller's sub-order should in all cases be sent to Purchaser at the time it is placed.
- (ii) Seller shall not assign any of his rights or obligations under the contract without Purchaser's written consent.

8. Anti-Corruption Policy

Seller agrees to uphold Purchaser's policy which prohibits its employees from giving or receiving gifts or personal favours (other than normal business courtesies) to or from anyone with whom Purchaser has business dealings.

9. Health & Safety

Seller will supply with the goods free of charge to the delivery address shown information sheets containing comprehensive guidance and warnings concerning the proper and safe use and treatment of the goods in accordance with statutory requirements. Seller will supply such further copies of the information sheets as Purchaser may require free of charge.

10. Changes

No change or variation may be made to any design, materials, goods or services nor to the price or delivery date without Purchaser's previous written consent.

11. Incoterms (2000)

Any trade term in this Purchase Order shall have the meaning given to it by Incoterms (2000).

12. Law

This Purchase Order shall be governed exclusively by the laws of Belgium and the English version of this Purchase Order shall prevail, notwithstanding the translation of the whole or part of this Purchase Order into another language for the convenience of one or the other or both of the parties.

13. Code of Conduct

Seller agrees to abide by Buyer's Code of Conduct in its dealings with Buyer. The Buyer's Code of Conduct is available for review by accessing www.airproducts.com/codeofconduct