

AIR PRODUCTS GENERAL CONDITIONS OF PURCHASE

1. DEFINITIONS

1.1 The words and phrases below are defined as follows:

- a. **"Purchaser"** and **"Seller"** are the parties that are specified as such in the Purchase Order;
- b. **"Agreed Delivery Date"** is the date specified as such in the Purchase Order;
- c. **"Documentation"** comprehends all drawings, drafts, sketches, information, specifications, calculations, lists of parts, manuals and instruction books which the Seller shall draft in conformity with the Purchase Order or, in the event that such provisions are not included in the Purchase Order, which are reasonably required for a complete, proper, and safe installation, application, use and maintenance of the Equipment;
- d. **"Equipment"** comprehends the items, articles, goods and all related services to which the Purchase Order pertains;
- e. **"Order"** is the order form to which these General Terms and Conditions are appended. The order form contains specific information regarding the Equipment to which the Purchase Order pertains, such as among others, the Purchase Price, payment and terms of delivery;
- f. **"Purchase Price"** is the total value of the Purchase Order, as specified in the Purchase Order;
- g. **"Purchase Order"** comprehends the Order, the Specification, the Documentation, the General Terms and Conditions – including any modifications and/or amendments –, the Special Terms and Conditions, and any other appendices;
- h. **"Special Terms and Conditions"** are the terms and conditions which pertain to the sale and purchase of the Equipment and which are laid down in a separate document entitled "Special Terms and Conditions" or words of similar meaning and which apply beside the General Terms and Conditions;
- i. **"Specification"** is the description and specification of the Equipment en the possible Services included in the Purchase Order, of which the Specification forms an integral part;
- j. **"General Terms and Conditions"** are the terms and conditions agreed upon by the Purchaser and the Seller, as specified in the present document;
- k. **"Services"** are the actions and services specified as such in the Purchase Order, including the actions and services necessary for the manufacture and delivery of the Equipment, which have to be rendered by the Seller. Specifications hereof are laid down in the Purchase Order or in the documents pertaining to the Purchase Order;

1. "Parties" comprehends the Purchaser and the Seller, each being a "Party".

2. ORDER OF PRECEDENCE OF DOCUMENTS

2.1 In the event of a conflict between the terms of the Purchase Order, the Special Terms and Conditions, and the present General Terms and Conditions, the following order of precedence shall be observed:

1. the Purchase Order;
2. the Special Terms and Conditions;
3. the General Terms and Conditions.

2.2 Despite the above mentioned order of precedence, the Seller is obligated to verify the Purchase Order and all other possible documents upon receipt thereof and inform the Purchaser regarding possible conflicts between documents. In the event of a conflict between the provisions in other documents regarding the Purchase Order, the provisions of the most recent document shall prevail.

3. APPLICABILITY

3.1 These general conditions of purchase apply to all orders of Purchaser in respect of purchasing of goods from Seller or rendering of services by Seller.

3.2 The Seller's quotation is incorporated and made a part of the 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 the other terms of the purchase order.

3.3 No other terms or conditions shall be binding upon the Purchaser unless accepted by it in writing.

4. DELIVERY

4.1 Delivery and transportation of the goods, materials or performance of the services pertaining to the Purchase Order are to be made as specified by the Purchaser, unless otherwise expressly provided by the Purchase Order.

4.2 Delivery of all materials and goods and performance of all services pertaining to the Purchase Order shall be completed by the Seller within the period prescribed by the Purchase Order.

4.3 The property and risk of the goods pertaining to the Purchase Order shall pass to the Purchaser as specified in the Purchase Order. If such a specification is not included in the Purchase Order, the property and risk of these goods shall pass to the Purchaser Delivery Duty Paid Purchaser's delivery adres.

4.4 The Seller shall be liable for delay in the delivery or completion of the rendered services after the Agreed Delivery Date as specified in the Purchase Order.

11. HEALTH & SAFETY

Seller will supply 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. Seller will supply such further copies of the information sheets as the Purchaser requires free of charge.

12. CONFIDENTIALITY

The Seller shall use any information it receives from the Purchaser only and exclusively for the purposes for which it has been provided, and shall at all times prevent third parties from gaining access to it and treat it in the same way as its own sensitive information and business secrets and shall take the appropriate measures to ensure that its personnel will act in conformity with this confidentiality clause as well. This confidentiality obligation shall not apply to information which is generally known and shall likewise not apply if the Seller is required by statutory regulations to reveal any of the information it has obtained. This obligation shall survive the expiration or termination of the Purchase Order for an indefinite period of time.

13. STANDARDS

The Seller will comply with all relevant national and international requirements or standards concerning the manufacture, packaging, labelling, coding, designation and delivery of the goods and/or services and with any standards nominated in the purchase order. Where there are no relevant requirements or standards the Seller shall comply with the best practices of the industry.

14. CHANGES

14.1 No changes, amendments, modifications or variations shall be made by the Seller regarding the design, materials, goods or services pertaining to the Purchase Order, without Purchaser's prior written consent.

14.2 No changes, amendments, modifications or variations shall be made by the Seller regarding the Purchase Price or the Agreed Delivery Date pertaining to the Purchase Order, without Purchaser's prior written consent.

15. INCOTERMS (2000)

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

8.3 In the event of termination other than due to default by Seller, and only in such event, and Seller has at the time of such termination in stock or on firm order any raw, semi-processed, or completed materials for use in fulfilling the Purchase Order, such termination shall be according to the following terms:

- a. in the case of completed materials Purchaser may, at its discretion, either require delivery of all or part of the completed materials and make payment therefor at the Purchase Price, or a portion of the Purchase Price fairly allocated for the completed items, or pay Seller the excess, if any, of the Purchase Price over the market value at the time of termination;
- b. in the case of raw or semi-processed materials, Purchaser can, at its discretion, either require Seller to complete and deliver all or part of said goods and materials at the Purchase Price or pay Seller with respect to such raw materials or semi-processed materials, which are properly applicable to the Purchase Order, a portion of the Purchase Price based on the stage of completion of such materials and reduced by the value of such materials at such stage of completion;
- c. in the case of materials which Seller has on firm order hereunder, Purchaser can, at its discretion, either take an assignment of Seller's rights under such orders or pay the cost, if any, of settling or discharging Seller's obligation under such Order;

8.4 The preceding paragraph shall not limit Purchaser's right to cancel the Purchase Order, or any part thereof by reason of Seller's default in failing to comply with any or all of the terms and conditions hereof, in which event Purchaser may procure the goods or services called for herein from other sources and Seller shall be liable to Purchaser for any excess costs or other damages occasioned thereby

9. SUB-CONTRACTING AND ASSIGNMENT

9.1 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 the Purchaser's written consent. A copy of Seller's sub-order should in all cases be sent to the Purchaser at the time it is placed.

9.2 Seller shall not assign any of his rights or obligations under the contract without the Purchaser's written consent.

10. ANTI-CORRUPTION POLICY

Seller agrees to uphold the 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 the Purchaser has business dealings.

7.1.4 will include design, functionality and performance criteria such that the Buyer shall not experience any abnormality in the performance or results obtained from them prior to, during or after the year 2000 date change.

7.2 Seller warrants that any services it provides will be performed with a reasonable degree of care and skill and in accordance with generally accepted standards for the industry concerned.

7.3 If within 12 months from the date the goods are put to use (but not exceeding 18 months from the date of delivery), the 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.

7.4 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 the Purchaser may do so and the costs and expenses incurred will be recoverable from Seller.

7.5 The Seller shall indemnify the Purchaser and hold the Purchaser harmless against all liabilities and claims from third parties arising from a deficiency with the delivered products or rendered services. This deficiency shall include products that do not fulfil the safety requirements and the acts or neglects of the Seller or any of its employees.

8. CANCELLATION

8.1 Should the Seller still be in default after 30 days upon receipt of a written notice specifying such default (including any of its obligations under the Purchase Order and any improper or unethical action by either party), then the Purchaser shall have the right to immediately terminate and cancel the Purchase Order by written notice, unless the default has been remedied in the meantime;

8.2 Notwithstanding the preceding paragraph, the Purchaser shall have the right to give written notice by registered mail of immediate cancellation of the Purchase Order in the event of:

- a. any violation of the Purchase Order by the Seller which cannot be remedied in accordance with the previous paragraph;
- b. benefit of its creditors, or if the Seller commits any act of bankruptcy or insolvency (including the filing of a request to this end by the Seller or any third party) or takes the benefit of any insolvency law;
- c. the Seller will or has not been able to perform during a period exceeding two months due to 'force majeure' ("overmacht").

4.5 In the event that the Seller is not able to deliver the goods or to perform the services to the Purchaser or anticipates not to be able to deliver the goods or perform the services to the Purchaser on the Agreed Delivery Date on account of circumstances beyond the control of the Seller and not brought about by Seller's fault or negligence, he shall immediately inform the Purchaser hereof by means of a written notice. Such written notice shall describe the reasons of the delay of the delivery, the measures the Seller has taken or will take and the approximate duration of the delay. The Seller shall not be able to appeal to 'force majeure', unless he has complied with the aforementioned obligations.

4.6 In the event of delay in the delivery, the Purchaser may, at its discretion, cancel the Purchase Order without liability by the Seller or assert such other remedies as may be available and the Purchaser deems necessary.

5. PRICES AND PAYMENT

5.1 Unless otherwise expressly specified, the price to be paid for the goods to be furnished under the Purchase Order includes the cost of packaging and of delivery at the designated point of delivery (hereinafter: the "**Purchase Price**").

5.2 Payment of invoices (which must show Purchasers Order and Item Number) will be made 60 days after invoice date, provided that the goods or services are received on or before the date of invoice.

6. INSPECTION

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

6.2 The Purchaser is under no obligation to test or inspect the goods before or after delivery.

7. WARRANTIES AND INDEMNIFICATION

7.1 Seller warrants that the good

7.1.1. are new and free from defects,

7.1.2. will conform to the specifications in the purchase order,

7.1.3. will comply with all statutory requirements and regulations (including any relevant EU standards) relating to the supply of the goods and/or services;

16. GOVERNING LAW AND COMPETENT COURT

16.1 The Purchase Order, the Special Terms and Conditions, these General Terms and Conditions of Purchase and any other documents or agreements pertaining to the Purchase Order shall be construed in accordance with and governed by the laws of the Netherlands;

16.2 Any and all disputes arising from or in relation to the Purchase Order shall be brought in the first instance before the competent court in Rotterdam, the Netherlands.

17. CODE OF CONDUCTS

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 the following the internet site:

www.airproducts.com/codeofconduct."

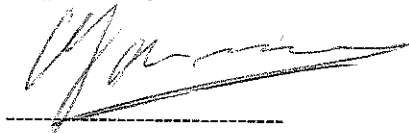
18 HEADINGS AND INTERPRETATION

18.1 References to the Purchase Order shall include the present General Terms and Conditions of Purchase and any and all documents pertaining thereto.

18.2 The headings in these General Terms and Conditions of Purchase are included for the purpose of reference only and shall not constitute a part of these General Terms and Conditions of Purchase or affect the interpretation thereof.

18.3 The English version of the Purchase Order shall prevail notwithstanding the translation of the entire Purchase Order or a part thereof into another language for the convenience of either of the Parties.

Approved by:

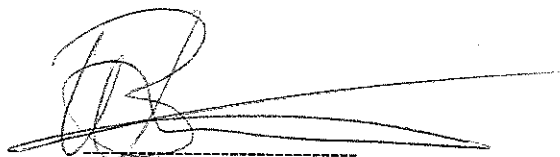


Koos Sanderse

Managing Director

Air Products Nederland

Date: 16/04/2007



Helma Brinkman

Procurement Team Lead Netherlands

Date: 16/04/2007