

# Los Rios Community College District

## PURCHASE ORDER NO B220336 CHANGE ORDER

Purchasing: (916)568-3071  
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 \* FAX (916) 286-3636  
Acctg-ops@losrios.edu

**PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO**

**Supplier:** 0000029788  
MATHESON TRI-GAS INC  
717 HOUSTON STREET  
WEST SACRAMENTO CA 95691

**Phone:** (916) 372-4272  
**Fax:** (916) 372-5280

**email:** WSACorders@mathesongas.com

<b>Date</b>	<b>Revision</b>	<b>Page</b>
07/14/2021	1 - 04/21/2022	1
<b>Payment Terms</b>	<b>Freight Terms</b>	<b>Ship Via</b>
NET 30	Shipping Point	Best Method
<b>Reference:</b>	<b>Location / Dept</b>	
1030661 HINTZEJ ROUILLERS	04CYPH100A SME	

**Ship To:** FOLSOM LAKE COLLEGE  
RECEIVING  
10 COLLEGE PARKWAY  
FOLSOM CA 95630  
United States

**Bill To:** LRCCD  
Invoice to: acctg-ops@losrios.edu  
1919 Spanos Court  
Sacramento CA 95825-3981  
United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	<b>4300 / 700P BLANKET PURCHASE ORDER FOR SUPPLIES OF COMPRESSED GAS CYLINDERS REFILLS AND LIQUID NITROGEN FOR FOLSOM LAKE COLLEGE CHEMISTRY, 7/1/21 TO 6/30/22</b>	1.00 EA	500.00	500.00	05/31/2022
2- 1	<b>5601 / 101E BLANKET PURCHASE ORDER FOR RENTAL OF COMPRESSED GAS CYLINDERS FOR FOLSOM LAKE COLLEGE CHEMISTRY. VALID FROM 7/1/21 TO 6/30/22</b>	1.00 EA	1,444.00	1,444.00	05/31/2022

VALID FROM 07-01-21 TO 06-30-22

PER QUOTE DATED 05-14-21

AUTHORIZED PERSONNEL:  
GREG MCCORMAC  
LINDA SANTORO  
JEANNE HINTZE  
DOMINIK GREEN  
MAX MAHONEY

FY20-21 PO B210372

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

**Authorized Signature**

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<b>Reference:</b>	<b>Location / Dept</b>	
1030661 HINTZEJ ROUILLERS	04CYPH100A SME	

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**Tax Exempt?** N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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PER PO TERMS AND CONDITIONS ITEM #19 CONTRACTOR IS TO PROVIDE PROOF OF INSURANCE CERTIFICATES LISTING LRCCD AS ADDITIONALLY INSURED. HOLDER IS LRCCD, 1919 SPANOS CT., SACRAMENTO, CA 95825. EMAIL TO LRCCDPURCHASE@LOSRIOS.EDU. NO HARD COPY IS REQUIRED.

04-21-22 PER T. ZABEGALIN DECREASE LINE# 1 BY \$1,300.00. NEW PO TOTAL \$1,944.00 (BH)

<b>Sub Total Amount</b>	1,944.00
<b>Sales Tax Amount</b>	0.00
<b>Total PO Amount</b>	1,944.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	4300	12	FL.VI.CHEM	19050	00000	700P	500.00	2022
GENFD	5601	11	FL.VI.CHEM	19050	00000	101E	1,444.00	2022

0001030661CHAVEZA13-JUL-2021

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at email address: LRCCDpurchase@losrios.com.

<https://psreports.losrios.edu/PurchaseOrderInformation.asp>

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**Authorized Signature**

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# LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

## PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California.
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of per arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability, if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$1M, \$2M, or \$3M AGGREGATE as prescribed by DISTRICT requirements for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage. LRCCD insurance requirements can be viewed on the following website [www.losrios.edu/purchasing](http://www.losrios.edu/purchasing).
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTOR's who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law. CONTRACTOR further represents and warrants that any software/ hardware/ communications system/ equipment provided under this Agreement (collectively "technology") adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. If portions of the technology or user experience are alleged to be non-compliant or non-accessible, LRCCD will provide CONTRACTOR with notice of such allegation and CONTRACTOR shall use its best efforts to make the technology compliant and accessible. CONTRACTOR shall indemnify, defend, and hold harmless LRCCD from and against any and all claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to allegations the technology is not accessible.
23. **CERTIFICATION:** CONTRACTOR warrants that it is not debarred or suspended, proposed for debarment or declared ineligible for award of contracts by any Federal, State or local Agency.

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<b>Payment Terms</b> NET 30	<b>Freight Terms</b> Shipping Point	<b>Ship Via</b> Best Method
<b>Reference:</b> 1030661 HINTZEJ ROUILLERS	<b>Location / Dept</b> 04CYPH100A	

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VALID FROM 07-01-21 TO 06-30-22

PER QUOTE DATED 05-14-21

AUTHORIZED PERSONNEL:  
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LINDA SANTORO  
JEANNE HINTZE  
DOMINIK GREEN  
MAX MAHONEY

FY20-21 PO B210372

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**AUTHORIZED SIGNATURE ON**  
**PO TOTAL PAGE**

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PER PO TERMS AND CONDITIONS ITEM #19 CONTRACTOR IS TO PROVIDE PROOF OF INSURANCE CERTIFICATES LISTING LRCCD AS ADDITIONALLY INSURED. HOLDER IS LRCCD, 1919 SPANOS CT., SACRAMENTO, CA 95825. EMAIL TO LRCCDPURCHASE@LOSRIOS.EDU. NO HARD COPY IS REQUIRED.

<b>Sub Total Amount</b>	3,244.00
<b>Sales Tax Amount</b>	0.00
<b>Total PO Amount</b>	3,244.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	4300	12	FL.VI.CHEM	19050	00000	700P	1,800.00	2022
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**PRODUCT QUOTATION**

Quotation No.:

Date: 05/14/21

# OF DAYS QUOTE IS VALID:

Company: Folsom Lake College  
Address:

Contact: Jeanne Hintze  
Phone:   
Fax:   
email:

RFQ#/Ref.:

Account Mgr.: Deshan Pather  
Cell: 916 200 8486 [dpath@mathesongas.com](mailto:dpath@mathesongas.com)

Line	Qty	Product Code	Description	Unit Price	Ext'd Price
1	1	SG AAACSM	Acetylene Atomic Absorption SM	\$359.98	\$359.98
2	1	HE UHP1A	Helium Ultra High Purity 5.0	\$389.86	\$389.86
3	1	NI UHP1L	Nitrogen Ultra High Purity 5.0	\$298.98	\$298.98
4	1	HY UHP1A	Hydrogen Ultra High Purity 5.0	\$95.20	\$95.20
5	1	BA 250	Breathign Air	\$113.36	\$113.36
6	1	NI 20L	Liquid Nitrogen filled on site 20 liters	\$160.01	\$160.01

**Sub Total:**

<b>HAZMAT CHARGE:</b>	<input type="text" value="10.50"/>	<b>FUEL SURCHARGE:</b>	<input type="text" value="\$0.00"/>
<b>DELIVERY CHARGE:</b>	<input type="text" value="\$25.00"/>	<b>CYLINDER RENTAL:</b>	<input type="text" value="\$0.40 per day per cylinder"/>
<b>LEAD TIME:</b>	<input type="text"/>	<b>F.O.B.:</b>	<input type="text"/>
<b>TERMS OF SALE:</b>	<input type="text" value="Net 30"/>	<b>INV ADMIN FEE:</b>	<input type="text"/>

**TERMS OF QUOTATION:** Unless otherwise stated, add-on-costs, taxes and duties are not included in this quote. Fees may vary. Matheson terms and conditions of sale, including warranty and limitation of liability are an integral part of this quotation. Matheson Terms & Conditions shall govern any purchase order. See <http://www.mathesongas.com/parts/products/terms-and-conditions-of-sale.pdf>.  
Unless otherwise noted, quotation valid for 30 days. Any Matheson owned cylinders included with this shipment may be subject to rental charges. These charges will be invoiced monthly or accrued against a pre-paid deposit, until which time the cylinder/s are returned to a Matheson facility.

We reserve the right, in our sole and exclusive discretion, to refuse to sell our products to anyone for any reason.

The following statement applies to customers who place an order for delivery outside of the United States or to a foreign national: These commodities, technology, or software were exported from the United States in accordance the export administration regulations. Diversion contrary to U.S. law prohibited.

***Deshan Pather***

Authorization Signature

**Matheson Tri-Gas, Inc.**  
TERMS AND CONDITIONS OF SALE



**MATHESON**

ask. . The Gas Professionals™

717 Houston St  
West Sacramento, CA 95691

## PRODUCT QUOTATION

Quotation No.:

Date: 05/14/21

# OF DAYS QUOTE IS VALID:

**1. Sale Terms.** PURCHASER's offer to buy and MATHESON's subsequent sale to the PURCHASER, of the cylinder or specialty gases and/or equipment (the "Product" or "Products") listed in MATHESON's Quotation or PURCHASER's order is expressly subject to and governed by the following terms and conditions. These terms govern PURCHASER's past and future purchases from MATHESON of Products, if those purchases are not covered by another written document that both parties have signed.

**2. Price.** All quotations are subject to the terms and conditions stated herein as well as any additional terms and conditions that may appear on the face of the quotation. In case of a conflict between the terms and conditions stated herein and those appearing on the face of the quotation, the latter shall control. The prices of Products are MATHESON's published prices and/or as stated in the quotation, however, MATHESON reserves the right to change the prices to PURCHASER. All prices are listed F.O.B. shipping point, MATHESON standard domestic packaging, insurance and freight not included. Title and risk of loss for the Products shall pass at the F.O.B. point unless delivered in a MATHESON vehicle. Payments by PURCHASER shall be due net cash fifteen (15) days from the date of MATHESON's invoice. Minimum invoice billing is \$50.00 excluding cylinder deposits. For international shipments, all prices are Ex Works, MATHESON's production or shipping facility, unless otherwise expressly agreed upon and separate pricing and shipping instructions are accepted by MATHESON. Under no circumstances does the sale of any Products include any technical data or proprietary rights of any kind.

**3. Taxes.** The PURCHASER shall pay to MATHESON, in addition to the price or prices specified, the amount of all governmental sales, personal property, excise, import or export duties, or other similar taxes or charges, present or future, that MATHESON may be required to pay or collect from the PURCHASER with respect to the production, sales, transportation or use of any gases or equipment sold or furnished by MATHESON to PURCHASER, except taxes imposed upon or measured by net income and taxes for which the PURCHASER shall have furnished MATHESON with applicable exemption certificates.

**4. Delinquent Accounts.** If MATHESON must make efforts to collect amounts due from PURCHASER, MATHESON shall be entitled to collect as an additional charge all expenses of the collection effort, including (i) reasonable attorneys' and expert witness fees; and (ii) interest on the amount due from the date due at the prime interest rate plus five percent, or up to the maximum rate permitted by law, whichever is less. MATHESON reserves the right to (i) change credit terms to PURCHASER; (ii) cancel; or (iii) delay delivery of Products, in the event PURCHASER fails to make prompt payment therefore, or in the event of an arrearage in PURCHASER's account. MATHESON reserves, and PURCHASER grants to MATHESON, a purchase money security interest in all Products shipped to PURCHASER (and all resulting proceeds) until MATHESON receives payment in full for those Products and any related charges. MATHESON may file a financing statement with appropriate state and local authorities to perfect MATHESON's security interest. At MATHESON's request, PURCHASER will promptly execute all documents necessary to protect MATHESON's interest in the secured property; alternatively, MATHESON may file a copy of these terms and the other applicable contract documents.

**5. Delivery and Cylinder Care.** All gas Products furnished by MATHESON shall be delivered in MATHESON cylinders, FOB shipping point. MATHESON may fill a customer owned cylinder provided such a cylinder and valve satisfies all industry, Compressed Gas Association, State and/or Federal requirements and those of MATHESON. MATHESON cylinders used for the delivery of Products furnished hereunder shall be manufactured in accordance with the rules and regulations of the U.S. Department of Transportation or Transport Canada, as applicable. PURCHASER may not loan or refill any MATHESON cylinder. Whenever the pressure of the compressed gas in said cylinders is reduced to the minimum required working pressure, the PURCHASER shall close the valves of said cylinders before detaching them from the PURCHASER's apparatus and shall return said cylinders, complete with valves closed and all fittings attached, in good condition and repair and with the protective cap in place securely tightened, to the shipping point of MATHESON from which the cylinders were originally shipped to the PURCHASER, with all transportation and delivery charges prepaid by the PURCHASER.

**6. Gas Cylinder Rental Terms.** The PURCHASER shall pay the cylinder rental charge specified in MATHESON'S cylinder rental terms (the "Gas Cylinder Rental Terms") in effect and as may be modified from time to time. Products are generally not returnable; however, if a Product is returnable, in MATHESON'S sole discretion, a restocking charge will be applied to all Products accepted for return to MATHESON. No portion of the purchase price will be returned if any returned Product has been used or damaged. No credits will be allowed for gases or equipment returned without MATHESON'S express prior written authorization. Credit memos will be issued when cylinders are returned. Current payments for invoices may be reduced by the amount of each credit memo. When they are so reduced, include the credit memo number with your payment. No reductions in payments will be allowed without reference to a credit memo number. If PURCHASER does not claim credits within one year of issuance of credit memo, the credit shall be deemed void and revert to MATHESON. In the event of termination for any reason, PURCHASER shall purchase any unused or expired non-standard products held in inventory at MATHESON locations specifically for PURCHASER. MATHESON reserves the right to change the Gas Cylinder Rental Terms to PURCHASER.

**7. Cylinder Return.** PURCHASER'S obligation to pay accrued but unpaid cylinder charges shall survive termination and cylinder demurrage charges shall continue to accrue after termination until all MATHESON cylinders have been returned or if not returned, on the date PURCHASER pays MATHESON for the value of such cylinders as provided herein. PURCHASER shall immediately utilize best efforts to return to MATHESON all of MATHESON'S cylinders and other containers (herein collectively called "cylinders"). All cylinders not returned to MATHESON within three hundred sixty-five (365) days of termination shall be deemed lost or destroyed, and PURCHASER shall pay MATHESON the value of the cylinder at MATHESON'S then prevailing applicable cylinder replacement charge. However, if a cylinder so paid for is subsequently returned to MATHESON within an additional three hundred and sixty-five (365) day period, MATHESON shall credit PURCHASER'S account with the amount PURCHASER paid, less expenses and any necessary repair charges incurred by MATHESON.

**8. Purchaser Obligations.** The PURCHASER shall instruct its employees, agents and representatives to comply, and at all times the PURCHASER shall strictly comply, with all applicable federal, state and local statutes, regulations and orders regarding the safe handling, transportation and use of the Products. PURCHASER acknowledges that it understands the hazardous nature of the Products and that PURCHASER shall warn, protect, and train, as appropriate, all employees, customers, and other persons who may be exposed to those hazards. PURCHASER also acknowledges and agrees that MATHESON has provided PURCHASER with all relevant Material Safety Data Sheets and that additional Material Safety Data Sheets are available upon request. PURCHASER is aware that OSHA regulations may require PURCHASER to develop and implement a written chemical hazard communications program for PURCHASER'S employees, customers and/or others with respect to the Products. PURCHASER understands that the Products must not be used without first consulting the Material Safety Data Sheets. PURCHASER shall ensure that all employees, customers, and other persons who might become exposed to the Products receive and refer to copies of the Material Safety Data Sheets. PURCHASER agrees to comply with all U.S. export regulations which control the Products it purchases from MATHESON, including, but not limited to, the Export Administration Regulations administered by the U.S. Department of Commerce and the International Traffic in Arms Regulations administered by the U.S. Department of State.

**9. Termination.** MATHESON may immediately terminate any order upon written notice to the PURCHASER if any proceeding in bankruptcy or for receivership shall be instituted by or against the PURCHASER, or if the PURCHASER shall make an assignment for the benefit of its creditors or shall become insolvent or admit its inability to pay its debts as and when they become due. In addition, MATHESON may immediately terminate upon written notice to the PURCHASER, if the PURCHASER is in breach of any material condition or obligation hereunder and such breach has not been remedied within thirty (30) days (or such longer period as shall be reasonably necessary to effect a cure, provided that all reasonable efforts to effect a cure shall have been commenced within such thirty (30) day period and are continuing) after written notice of such breach has been given to the PURCHASER. Without limiting the generality of the foregoing, for purposes hereof, the PURCHASER shall be deemed to be in breach of a material condition hereof, and no cure shall be permitted, and MATHESON shall be entitled to immediately terminate, if any amount due and owing to MATHESON for Products, cylinder charges, or other goods or services shall be past due for more than thirty (30) days after written notice thereof has been given to the PURCHASER, or if the PURCHASER violates any technical or safety directions given by MATHESON with respect to any Product or breaches Paragraph 8 above. In the event of cancellation or termination, for any reason, the full amount of the PURCHASER'S order shall be immediately due and owing to MATHESON less MATHESON'S ability to reasonably mitigate damages, if at all, however, payment to MATHESON shall be not less than 50% of order value.





**MATHESON**  
ask. . The Gas Professionals™

717 Houston St  
West Sacramento, CA 95691

## PRODUCT QUOTATION

Quotation No.:

Date: 05/14/21

# OF DAYS QUOTE IS VALID:

**10. Warranty.** MATHESON warrants that the Products when delivered to the PURCHASER shall conform to MATHESON's standard specifications. MATHESON also warrants that the Products shall be lawfully sold to give PURCHASER good title thereto. If any Product delivered hereunder shall not be as warranted, PURCHASER'S sole and exclusive remedy shall be to reject the non-conforming Product and to require MATHESON to repair (if repair is reasonably feasible) or replace it at no cost to the PURCHASER; provided that the PURCHASER shall give MATHESON notice of its claim within thirty (30) days of the date of delivery of the non-conforming Product to PURCHASER or the end user (whichever is earlier) and shall also permit MATHESON to inspect and/or test the Product to confirm that it is non-conforming by returning the Product to MATHESON freight prepaid. This warranty is void for any Product that has been repaired or altered by anyone other than an authorized employee of MATHESON, or that has been subject to corrosion, erosion, abuse, misuse, negligence, accident, or improper installation or operation. In no event shall MATHESON's liability exceed the value of the Product purchased for which a claim is made. THE WARRANTIES AND REMEDIES STATED IN THIS SECTION ARE EXCLUSIVE. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.

**11. Indemnification and Limitation.** MATHESON shall not be liable for, and the PURCHASER hereby indemnifies and agrees to defend MATHESON from and against any claims arising from, the death or injury to any persons or damage to any property (i) attributable to the negligence or willful misconduct of the PURCHASER or any end user or of the respective employees or agents of either and whether joint or concurrent; or (ii) the use by the PURCHASER or any end user of any Products in combination with other substances. The PURCHASER shall not be liable for, and MATHESON hereby indemnifies and agrees to defend the PURCHASER, subject to the limitations of Paragraph 10 above, from and against any claims arising from, the death or injury to any persons to the extent attributable to the negligence or willful misconduct of MATHESON or its employees or agents. In no event shall MATHESON or the PURCHASER be liable for any incidental, special, indirect or consequential damages, including, without limitation, loss of profits or business opportunity arising out of any purchase order or its breach, even if advised of the possibility of those damages. Notwithstanding the foregoing or anything to the contrary in PURCHASER's order or any other document, except for personal injury caused by MATHESON's sole negligence, MATHESON's liability for any damages howsoever occurring, whether based in tort, warranty, strict liability, negligence or any other theory of law shall be limited to and not exceed the payment, if any, received by MATHESON for the specific unit of Products or service furnished or to be furnished, as the case may be, which is the subject of any claim or dispute, even if a term of any agreement fails of its essential purpose. PURCHASER agrees the forgoing exclusion and limitation is a reasonable allocation of risk. No action, regardless of form, arising out of, or in any way connected with, the Products furnished by MATHESON, may be brought by PURCHASER more than one (1) year after the cause of action has accrued.

**12. Force Majeure.** Shipping dates are estimates and not guaranteed. Neither party shall be responsible in damages or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strike, lockout or other industrial disturbance, fire, earthquake, explosion, flood, storm, Act of God, accident, governmental action or regulation, armed conflict, civil disturbance, terrorism, curtailment or failure to obtain sufficient raw material, labor or utilities, machinery or equipment breakdown, lack of transportation or distribution facilities, or any other causes whatsoever (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of reasonable diligence, it is unable to overcome.

**13. Law.** These terms shall be governed by and construed in accordance with the law of the State of New Jersey, without regard to its law concerning conflict of laws. These terms, together with Product specifications and the applicable quotation by MATHESON, if any, is the entire agreement between the parties with respect to the subject matter hereof and supersedes all existing agreements and understandings, oral or written, relating to the subject matter hereof. No waiver of any breach of any provision hereof shall be deemed to be a waiver with respect to the breach of such provision or any other provision of these terms on any subsequent occasion. Both parties hereto hereby waive all right or entitlement to trial by jury in connection with any dispute that arises out of or relates in any way hereto. All notices required or permitted and all requests for approvals, consents, and waivers must be in writing and must be delivered to the parties at their respective addresses by a method providing for proof of delivery. Any notice or request will be deemed to have been given on the date of receipt.

**14. Controlling Terms of Sale.** MATHESON desires to provide you with prompt and efficient service. However, to negotiate individually, the terms and conditions of each sales contract would substantially impair MATHESON's ability to provide such services. Accordingly, products furnished and services rendered by MATHESON are sold only on the terms and conditions stated herein and notwithstanding any terms or conditions on PURCHASER's order or order acknowledgment form, which are expressly rejected, MATHESON's performance of any contract is expressly made conditional on PURCHASER's agreement to and acceptance of MATHESON's terms and conditions. Commencement of performance, shipment and/or delivery shall not be deemed or construed to be acceptance of PURCHASER's terms and conditions, or any of them. PURCHASER's acceptance of any Product furnished hereunder shall be deemed assent to and acceptance of all the terms and conditions stated herein. MATHESON shall not be bound by any provision in the PURCHASER's orders, confirmation or order acknowledgment notices or other business forms. Any conflict between the terms and conditions of a purchase order, confirmation notice or other business form and the terms herein shall be resolved in favor of the terms herein. No modification of any of the provisions of these terms shall be effective unless made in a writing signed by both parties and specifically identifying the provisions of these terms to be modified. Each term hereof is severable. If a court having jurisdiction determines that any term is invalid or unenforceable under applicable law, that determination will not affect the other terms hereof and/or any contract, as the case may be, which other terms will continue to be enforced as if the invalid or unenforceable terms were omitted.

**15. Surcharges.** Surcharges are intended to cover the increasing costs faced by MATHESON, including, but not limited to, complying with federal, state and local regulations involving the storage, transportation and disposal of hazardous materials, energy/fuel price spikes, loss of local production facilities, raw material or commodity supply dislocations, and other similar or dissimilar events. The amount of the Surcharge may not be specifically related to actual costs incurred by MATHESON, 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 it is not required by any federal, state or local agency or authority. MATHESON retains the entire amount of the Surcharge. See Gas Cylinder Rental Terms for other applicable Surcharges. A hazardous material surcharge of \$14.95 will be added to each invoice. Ozone Depleting Chemicals (ODC's) as defined by the Federal Government shall carry a surcharge per pound. This applies to ODC's that are purchased as pure products as well as those purchased in mixtures.

**16. Confidential Information.** Unless covered by a separate Nondisclosure Agreement executed by the parties, PURCHASER acknowledges that all information and materials which come into PURCHASER's possession or knowledge in connection with its purchase of Products and which is marked, identified, or accepted as confidential or proprietary ("Confidential Information"), consists of confidential or proprietary information the improper disclosure or use of which will be damaging to MATHESON. Therefore, PURCHASER agrees to hold all Confidential Information in confidence, to disclose Confidential Information only to those of its employees having a need to know, not to disclose Confidential Information to any other party, and not to use Confidential Information other than for PURCHASER's performance pursuant to these terms.

**17. Headings.** The headings contained herein are for convenience of reference only and are not intended to have any substantive significance in interpreting these terms.