

TERMS & CONDITIONS

TERMS & CONDITIONS OF SALE

These terms and conditions, along with those contained in the applicable Delivery Ticket(s) with North Country Welding Supply, LLC. ("NCWS"), represents the entire agreement (the "Agreement") between Customer and NCWS with regard to Customer's purchases of gas, equipment, goods, and/or merchandise (collectively the "Goods") from NCWS. All such transactions are subject to the terms and conditions of this Agreement, which apply to any purchase orders or agreements submitted by Customer to purchase Goods from NCWS, whether or not contained in each invoice or delivery notice from NCWS. Any additional or different non-financial terms and conditions contained in any Customer documentation are not accepted by NCWS. There are no collateral, oral, or other agreements or understandings unless expressly agreed to in writing by NCWS. NCWS reserves the right to accept or reject any order.

This Agreement will also apply to and be enforceable by Customer and NCWS to any and all Goods substituted for or replaced by NCWS for the Goods originally delivered under this Agreement.

This Agreement cannot be altered, changed, or waived except in writing by NCWS.

TITLE

The customer understands and agrees that the title to Goods remains in NCWS until said Goods are paid for in full.

WARRANTIES-DISCLAIMER

All Goods will conform to the standard specifications established by NCWS and comply with applicable compressed gas association standards required by law. The customer is not authorized to extend NCWS warranty to any third party and NCWS makes no warranty whatsoever to Goods manufactured by others. NCWS makes no other warranty of any kind whatsoever, express or implied, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed and excluded from all transactions. No agent, employee, or representative of NCWS has any authority to bind NCWS to any representation or warranty relating to the Goods other than those specifically provided in this Agreement.

USE RESTRICTIONS

Goods are potentially dangerous and are intended only for use by persons trained and qualified in the use, maintenance, and operation of commercial, industrial, and medical gases and related equipment, supplies, and procedures.

LIABILITY

The Customer assumes all liability for damages, including reasonable attorneys' fees and costs, arising out of or from or related to any accident caused by or incurred in the ownership, use, storage, maintenance, or transportation of the Goods. Customer agrees to indemnify, defend, and hold harmless NCWS, its officers, employees, subcontractors, and agents from and against any and all damages and liabilities to any person whomsoever arising out of or from or related to the ownership, use, storage, maintenance, or transportation of the Goods sold to it.

LITIGATION

In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred by it. This Agreement is governed by Vermont law. The Customer agrees that any action relating to this agreement shall be brought in the state or federal court in Vermont, and consents to their jurisdiction.

LIMITATION OF LIABILITY

Under no circumstances will NCWS be liable for any incidental or consequential damages. The liability of NCWS for defective or undelivered Goods will be limited solely, in NCWS's discretion, to replacing the Goods or granting Customer credit or refund in the amount of the contracted price of the Goods. NCWS shall not be liable to Customer or any other person for damage, loss, injury, or expense, whether direct, special, or consequential, and whether in the form of personal injury, pecuniary loss, increased expense, or otherwise. The remedies provided for in this Agreement shall be exclusive and the sole remedies of Customer.

RETURNED GOODS

The original invoice must accompany all returned Goods.

RESTOCKING

Restocking & handling charges will be assessed on regularly inventoried Goods that are returned. Special order items are not subject to return.

CUSTOMER'S REPRESENTATION OF SOLVENCY

Customer represents to NCWS that Customer has not ceased to pay its debts in the ordinary course of business, it can pay its debts as they become due, and it is solvent within the meaning of the federal bankruptcy act.

CLAIMS

All claims for defective material, shortages, and discrepancies are waived unless made in writing immediately after receipt of Goods.

NOTICE

Failure to return the rental property within 72 hours after delivery to you of notice of to return, or within 15 days after this agreement has expired, or the presenting of false, fictitious, or misleading identification may be considered as evidence of an intention to commit larceny.

NOTICE OF NON-WAIVER

The failure by NCWS at any time to insist upon the strict performance by Customer of the covenants, conditions, and/or terms of this Agreement shall not be construed as a waiver of NCWS's right to demand strict compliance with and performance of all covenants, conditions, and/or terms of this Agreement. Notice of demand for strict compliance is hereby waived by the Customer, and time is expressly made of the essence of this Agreement.

ASSIGNMENT

Customer shall not assign or transfer this Agreement, any order, or Customer's right to receive Goods from NCWS without the prior written consent of NCWS. This Agreement is binding upon the parties and their successors and permitted assigns.

PAYMENT; DISCLOSURE STATEMENT

In compliance with the Federal Truth-In-Lending Act, NCWS may charge any amount approved by its credit department, subject to the following conditions: No FINANCE CHARGE will be charged if the Customer's account is paid within 30 days of the invoice date. If not, a FINANCE CHARGE of 1.5% per month will be charged on all unpaid amounts. This is an ANNUAL PERCENTAGE RATE OF 18%. A MINIMUM FINANCE CHARGE of \$3.00 will be assessed. Payments and credits will be applied first to the payment of finance charges, and the remainder, if any, will be applied to the payment of

the principal amounts due.

Customer shall promptly reimburse NCWS for any reasonable costs and/or attorney's fees incurred by NCWS in collecting payment due or enforcing this Agreement.

Privacy Statement

NCWS has created this privacy statement to demonstrate our firm commitment to privacy. The following discloses our information gathering and dissemination practices for this website: www.northcountryweldingsupply.com.

Personal Data: NCWS respects your privacy and does not sell any personal information or e-mail addresses collected on its website. It also does not share this information with any other organizations not directly affiliated with NCWS. Our website tracks information about the visits to our website through various methods.

These statistics are used internally to provide better services to the public and are not sold or provided to other organizations.

We use your IP address to help diagnose problems with our server and to administer our website.

This site contains links to other sites. www.northcountryweldingsupply.com is not responsible for the privacy practices or the content of such websites.

Our site uses an order form for customers to request information, products, and services. We collect visitors' contact information (like their e-mail address). Contact information from the order form may be used to send information about our company to our customers if permission is provided. The customer's contact information may be used to contact the visitor when necessary.

SHIPPING TERMS

SHIPMENT(S) WITHIN THE CONTINENTAL U.S.:

EXPRESS SHIPMENTS OR ALASKAN AND HAWAIIAN ORDERS: All express air shipments will be quoted on a per order basis. All air freight charges will be added to your final invoice.

Freight on all shipments to Alaska and Hawaii will be quoted on a per order basis. You will be notified of the actual freight cost of your order when your order is confirmed.

INTERNATIONAL SHIPMENTS:

NCWS will also ship most products internationally.

Terms FOB Sharon, Vermont or drop shipped directly from the manufacturer. You will be notified of the actual freight cost of your order when your order is confirmed.