

Lefeld Industrial & Welding Cylinder Agreement

1. Cylinders, fittings, and caps loaned/leased by Lefeld Industrial & Welding (Vendor) are NOT SOLD to the Customer and are to be returned in good condition and repair within 30 days of loan or at the end of a purchased lease. Customer shall pay demurrage and/or rental to Vendor at Vendor's standard published rate on cylinders not returned. On demand Customer shall pay to Vendor the standard charge as established by the Vendor for cylinders, fittings, and caps lost or damaged before returned to Vendor. Vendor to which such cylinders, fittings, and caps are returned shall be the sole judge of whether the cylinders, fittings, and caps are damaged and whether such damage can be repaired.
2. The Customer waives any claims based on defective valves or other cylinder imperfections unless same are made in writing within 30 days after receipt of cylinder and cylinder is returned to the Vendor tagged with the Vendors claim tag which will be supplied upon request, stating defect.
3. The Customer shall not loan or refill or cause to be loaned or refilled the cylinders furnished by this Vendor.
4. The Customer shall be responsible for damage to and loss of the cylinders, fittings and caps from the time of acceptance of delivery of the cylinders, fittings and caps by the Customer until return thereof to the Vendor.
5. All cylinders sold by Vendor shall be marked at the time they are filled with legible labels identifying the contents of said cylinders. The Customer shall not use any cylinders that are not so marked when received but shall return said cylinders to the Vendor for credit.
6. The Customer shall indemnify and save harmless the Vendor from and against all loss or damage arising out of injuries to or death of persons, and damage to, or destruction of property (other than that caused by defective cylinders or the contents thereof) in any manner caused by incident to, or connected with the cylinders or the contents thereof furnished by the Vendor, wherever the same may be during the aforesaid period.

The Customer may insure against the foregoing liabilities under standard forms of insurance policies. Whenever necessary Customer's policies should be enforced to provide for coverage and in the event of any loss or damage as aforesaid Customer should promptly report such loss or damage to the insurance company and the Vendor.

7. Service and deliveries by the Vendor shall be subject to floods, strikes or other labor disturbances, fires, accidents, wars, delays of carriers, inability to obtain raw materials, failures of normal sources of supply, restraints of governments, or any other similar or dissimilar cause beyond the Vendors reasonable control.
8. In addition to the price or prices specified herein, the Customer shall pay to the Vendor, or, at its election, to the appropriate taxing authorities, amount of all governmental taxes, excises, or other charges, present or future, imposed upon or payable or collectible by Vendor with respect to or which is ascertained by reference to the production, sale, transportation, possession, or use of any of the articles referred to herein, except taxes imposed upon or measured by net income.
9. There is no warranty for merchantability and there are no other warranties that extend beyond description on the face of the articles sold or delivered hereunder. Furthermore, the Vendor shall not be liable for any damages, consequential or otherwise, arising out of or in connection with the manufacturer, labeling, packaging, delivery, storage or use of any article sold or delivered hereunder and resulting from the breach of any warranty, contained in or created by said description of said article, except that if any articles sold or delivered hereunder shall fail to meet said description, the Customer shall be entitled to replacement of such article, at no cost to the Customer, with an article that does meet said description, and this remedy shall be the Customer's exclusive remedy. Failure of the Customer to give written notice of claim within 30 days after receipt of any article shall constitute a waiver of the Customer of all claims with respect to such article.
10. In the event the Customer fails to pay pursuant to the terms herein, the Customer hereby agrees to pay interest thereon at the highest rate provided by law, and agrees to pay all expenses reasonable collection and/or attorney's fees to the extent permitted by law, incurred in the collection, by suit or otherwise, or any amount payable under this agreement.

The Customer is buying industrial, specialty or medical gases from the Vendor, which the Customer elects to transport by car, van or other closed motor vehicle. The Customer acknowledges specific warning of the following:

1. Transporting gas cylinders in cars, vans or other closed motor vehicles is DANGEROUS and should be AVOIDED.
2. Gas cylinders must NEVER be moved in closed spaces, including but not limited to car trunks, due to the high risk of EXPLOSION OR FIRE. (Example - spark from a brake light could ignite leaking gases).
3. It would be safer to wait and move the cylinder(s) by open truck or let Vendor do it.
4. Gas cylinders should be moved in a fixed upright position with windows open for ventilation.
5. If the cylinders are moved on their side, they should be fastened so they cannot move, with windows open for ventilation.

The Customer for himself, his employer or other principal assumes all risk of bodily injury and property damage, releases and holds harmless Vendor and its employees. Officers and Directors from any liability for bodily injury to any person or loss or damage to any property resulting from such transporting of any gas. Or gases by car van, or other closed motor vehicle.

The Customer, for himself, his employer, or other principal: ASSUMES ALL RISK of bodily injury and property damage; RELEASES AND HOLDS HARMLESS VENDOR and its employees, officers and directors from any liability for bodily injury to any person or loss or damage to any property resulting from such transporting or any gas cylinder(s) by car, van or other closed motor vehicle.