

Metro Welding Terms & Conditions of Sale

1. Metro Welding Supply Corporation, Cryogenic Gases, LN2 Gas & Supply and Metro Carbonic provide products and services and are the "Vendor" to the transaction set forth in this invoice. The Purchaser of the product and services is the "Vendee."
2. The cylinders, fittings, and caps covered by this invoice are leased by Vendor, NOT SOLD (unless explicated stated in writing), and are to be returned to Vendor in good condition and repair. Vendee shall pay a rental fee to Vendor at Vendor's standard published rate for all cylinders in the possession of the Vendee. If the Vendee fails to return any cylinders, fittings and/or caps, the Vendee must pay Vendor the fair value of cylinders, fittings or caps lost or damaged. Vendor shall be the sole judge of whether the cylinders, fittings, and caps are damaged and whether or not such damage can be repaired
3. The Vendee waives any claims based on defective valves or other cylinder imperfections unless same are made in writing within thirty (30) days after receipt of cylinder and cylinder is returned to the Vendor tagged with the Vendor's claim tag, which will be supplied upon request, stating defect.
4. The Vendee shall not loan or refill or cause to be loaned or refilled the cylinders furnished by this Vendor.
5. The Vendee 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 Vendee until return thereof to the Vendor.
6. All cylinders covered by this invoice shall be marked at the time they are filled, with legible labels identifying the contents of said cylinders. The Vendee shall not use any cylinders that are not so marked when received, but shall return said cylinders to the Vendor for credit.
7. The Vendee 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 in any manner connected with the cylinders or the contents thereof furnished by the Vendor. The latter protection to the Vendor does not apply if damage is caused by defective cylinders or the contents thereof. In the event of any loss or damage the Vendee agrees to promptly report such loss or damage to the Vendor.

8. 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 Vendor's reasonable control.
9. In addition to the price or prices specified herein, the Vendee shall pay to the Vendor, or, at its election, to the appropriate taxing authorities, the 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.
10. There is no warranty of merchantability and there are no other warranties that extend beyond the 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 manufacture, 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 Vendee shall be entitled to replacement of such article, at no cost to the Vendee, with an article that does meet said description, and this remedy shall be the Vendee's exclusive remedy. Failure of the Vendee to give written notice of claim within thirty (30) days after receipt of any article shall constitute a waiver by the Vendee of all claims with respect to such article.
11. In the event the purchaser fails to pay pursuant to the terms herein, the purchaser 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 invoice.
12. The terms hereof cannot be altered, changed or waived unless accomplished in writing and signed by an authorized executive officer of the Vendor.

Release of Customer

The undersigned customer is buying industrial, specialty, or medical gases from Vendor which the customer elects to transport by car, van, or other closed motor vehicle.

The undersigned 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 undersigned, 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 cylinder(s) by car, van, or other closed motor vehicle.

Taking delivery of the products and services set forth on this document acknowledges the recipient's acceptance of these Terms and Conditions.