

MAIL INVOICE TO:

LINDE GAS & EQUIPMENT INC. PO Box 9224

Des Moines IA 50306-9224

Email: LG.US.PDI.APUSA@linde.com

Ship To: LGEPKG CHARLOTTE NC DC 4236 STATESVILLE RD DOCK 1 CHARLOTTE NC 28269-4244

Technical Contact:

REVISION TO ORIGINAL PO. DO NOT DUPLICATE ORDER.

Purchase Order Number 76277738 Revision Number

Company

Project/Business Unit

Branch/Plant 71158 LGEPKG CHARLOTTE NC DC

Purchase Order No. must appear on all Packages, Invoices and B/L pertaining

to this Purchase Order

Supplier: KOIKE ARONSON INC PO BOX 74008923 CHICAGO IL 60674-8923

PH: 800-252-5232 FX: Vendor Number: 70017454

Order Date: 9/19/2025 Terms of Sale: USD Currency Code:

Order Taken By: Payments Terms: 1% 15 Net 30 Delivery Charge Account #3Y10X6

Blanket/Requisition#: **UPS** Instructions: Ship Via:

ATTN: SUPPLIER INVOICE AMOUNT SHALL NOT EXCEED TOTAL VALUE OF PURCHASE ORDER AS STATED BELOW.

Line Num	Item Number Description	Quantity Ordered	Tran UoM	Unit Price	Extended Price	Tax
1.000	KOI103D7-1 CUT TIP 103D7-1 MFG # : 103D7-1	15.000	EA	\$28.0500	\$420.75	
2.000	KOI103D7-3 CUT TIP 103D7-3 MFG # : 103D7-3	10.000	EA	\$28.0500	\$280.50	

For all ocean vessel shipments to Linde in the U.S., all importer security filing data elements required to comply with law must be provided by Supplier to Linde and Linde's customs broker at least 72 hours before cargo is laden aboard the ocean vessel. Failure to provide importer security filing data elements timely and correctly may result in a penalty which will be passed on to Supplier.

\$701.25 Tax Rate Sales Tax \$0.00 Total Order

Purchasing Agent

Acknowledged and Accepted

LEEPER, JARED Name: Jared.Leeper@Linde.com Email:

515-257-5032 Phone: 515-965-6636 Confirmation of receipt, pricing and delivery are required on all Purchase Orders within 24 hours. Please acknowledge

to: LEEPER, JARED

Fax: Any acceptance of this Purchase Order is limited to the acceptance of the express terms and conditions contained in the attachment to this Purchase Order. Any terms and conditions stated in Supplier's order acknowledgement, invoice or other order documentation are expressly rejected unless agreed to in writing by Linde. I certify that the entity listed above as buyer is purchasing these goods and services as a wholesaler/reseller and that such purchases are to be resold, leased, or rented in the normal course of business. Buyer is in the business of wholesaling, retailing, leasing/renting, or selling industrial gases and equipment and is registered as such in the state. Buyer certifies it is registered in the state in which the goods/services will be shipped to/picked up/ or performed and our tax registration number is 600109507 for the state of NC.

I further certify that if any property or service so purchased tax free is used or consumed by the buyer in a taxable way buyer will pay the tax directly to the proper taxing authority in a timely manner. This certificate is only valid for the attached PO, it may not be used in conjunction with any other PO past or future.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct.

Collen Mchamil

Colleen McDonnell Executive Director of Tax

Colleen.McDonnell@linde.com

ADDITIONAL TERMS

- 1. SCOPE. Seller acknowledges that Linde Gas & Equipment Inc. ("Buyer") and Buyer's affiliates shall be entitled to purchase products and/or services from Seller under the same terms and conditions as set forth in this order, and such other entities shall have all of the rights of Buyer as set forth in this order. As to any purchase of products and/or services under this order by Buyer, all obligations under this Agreement are the sole obligations of Buyer. As to any purchase of products and/or services by any affiliate, all obligations with respect to such purchase shall be the sole obligation of such affiliate.
- 2. ACCEPTANCE; TITLE AND RISK OF LOSS. Except as otherwise expressly provided in this order, acceptance of any of the products and or services shall not occur until Buyer has been given a reasonable opportunity to inspect and test such products and services after arrival at destination or after completion of installation or completion of the services, if Seller is obligated to install the products or perform any services. Buyer may reject any non-conformance or defective products F.O.B. the location at which Buyer discovers the non-conformance or defect in the products or services, if Seller fails to promptly correct said non-conformance or defect after being given the opportunity to do so. Seller shall pay the cost of inspecting and testing of products rejected and all transportation charges thereon. Except as otherwise mutually agreed in writing, delivery will occur, and title and risk of loss will transfer, when: (i) with respect to products not incorporated into services, products are accepted and are placed in operation or into Buyer's storage facility; and (ii) with respect to product incorporated into services, the completed services have been accepted by Buyer.
- 3. EXCESS QUANTITY; TERMINATION; CHANGES. (a) Products shipped in excess of quantity designated in this order may be returned at Seller's expense. Buyer shall have no obligation to Seller to purchase any minimum amount of products or services.
- (b) Buyer may, by written notice to Seller, terminate its purchase of any quantity of products and/or services (i) for convenience, (ii) if Seller fails to complete or deliver any part thereof when required, (iii) if Seller is in breach of any material term of this order, or (iv) if Seller is insolvent, makes a general assignment for the benefit of creditors, has any proceeding brought by or against it seeking any reorganization, rearrangement, composition, readjustment, liquidation, dissolution, or similar relief, under the present or any future bankruptcy or other statute, law or regulation. If terminating for convenience, Buyer will pay Seller termination charges equal to the cost of materials and labor incurred (and not otherwise mitigated) on ordered products or services prior to the date of Buyer's termination notice; provided Seller takes all steps reasonably necessary to mitigate such costs. Seller will notify Buyer of the actual termination charges within thirty (30) days after termination. If termination is due to a failure of completion or delivery or breach of any material term of the order, or insolvency or other bankruptcy event described above, no termination charges will apply and Buyer may procure substitute products or services and Seller will be liable to Buyer for any excess costs incurred by Buyer. On termination or expiration, Seller will cooperate with Buyer to promote continuity of supply by providing support during transition to a new supplier or otherwise, including by delivering Buyer's data in a useable format.
- (c) Prior to shipment or completion, Buyer may request changes with respect to the products or services to be provided, including, changes in method of shipping or packing, time or place of delivery and increases in delivered quantity. Seller will promptly notify Buyer of any resulting increase or decrease in cost and Buyer and Seller will agree on any price adjustment before implementing any change.
- 4. TRANSPORTATION CHARGES. Except as otherwise mutually agreed to in writing, (a) where transportation charges are separately charged to Buyer by Seller, such charges shall in no event exceed the lowest legal freight charges via the carrier or routing specified herein, in effect on the date of shipment, and (b) where transportation charges are allowed to Buyer by Seller, such allowance shall not exceed the actual freight charges paid by Buyer.
- 5. DELIVERY. The products shall be properly packaged for shipment. Each package shall be numbered and labeled with Buyer's order number, stock number, contents, and weight, and shall contain an itemized packing slip. No charges will be allowed for packing, crating, freight express or cartage unless specified on the face hereof. Seller will promptly notify Buyer in writing if Seller anticipates difficulty in complying with any required delivery date. Time is of the essence hereof. If any products or services are not delivered within the time specified in Buyer's statement or work or purchase order, or within a reasonable time if no time is specified, Buyer may either (i) refuse to accept such products or services and terminate this order, or (ii) cause Seller to ship the products by the most expeditious means of transportation whereupon any additional transportation charges in excess of those which would apply for the usual means of transportation shall be for the account of Seller, or (iii) Buyer may procure replacement products or services and Seller will be responsible for all costs incurred by Buyer as a result of such late deliveries and any replacement costs and expenses as a result of Seller procuring replacement product(s) or service(s), or (iv) after ten days, reduce the price of delayed products or services by one percent per week of delay, not to exceed ten percent of the total amount due for such late products or services.
- 6. INVOICES. Unless otherwise requested by Buyer, invoices shall (a) be rendered separately for each delivery; (b) cover not more than one order (c) be rendered with order number noted thereon.
- 7. ADMINISTRATION: INVOICING, PRICING, AND PAYMENT. (a) Prices for the product(s) and services are: (i) stated in U.S. dollars; (ii) not subject to increase for the duration of this order; and (iii) unless otherwise specified in this order, FCA (INCOTERMS 2020) at a facility specified by Buyer. No extra charges of any kind will be allowed unless specifically agreed to by Buyer in writing.
- (b) Unless prohibited by law, Seller will separately indicate on its invoices any taxes imposed on the sale or delivery of products. Any claim for payment for any product ordered must be made within one year of when such product is delivered to Buyer, otherwise such claim shall be waived.
- (c) The Seller shall provide payment information, including wire transfer instructions with a notarized bank letter or other independent validation and a W-9, shall complete supplier qualification and onboarding forms and other forms and documents as needed for Buyer's supplier qualification and onboarding system, vendor management system or supplier portal and other documents needed to facilitate the supply relationship. Buyer will rely on Seller's information as submitted and will pay in accordance with Seller's information. Buyer will have no liability for payments that Seller did not receive due to theft, misappropriation or cyberattack including without limitation identity theft, computer viruses, phishing, malware, or other issue outside of Buyer's control or knowledge.
- (d) Unless otherwise provided in the purchase order, payment terms shall be net ninety (90) days from the later of (i) the date of Buyer's receipt of a correctly stated invoice or (ii) receipt of product, as applicable.
- (e) Seller warrants that it is selling at the lowest prices and upon the most favorable terms (including, without limitation, volume, quality and/or payment terms) that it offers any buyer for products of the same or similar quality to that provided for in this order. If Seller makes an offer to sell any such products to a third party at a lower price or upon one or more terms that are more favorable than the price or terms then applicable under this order, an equivalent reduction or modification of terms will apply to all the products purchased thereafter from the commencement of this order and any such amounts shall be promptly paid to Buyer.
- (f) If a third party makes a competitive offer to sell products pursuant to one or more terms (including price, volume, quality and/or payment terms) that are more favorable to Buyer than the terms then in effect under this order (the "Favorable Terms"), then Seller will meet, or notify Buyer that it will not meet, such Favorable Terms within fourteen (14) days of receipt of Buyer's notice thereof.
- (g) Buyer will be responsible for all sales, use and similar taxes (excluding taxes based on or measured by the net income, net worth or gross receipts of Seller) imposed as a result of the sale of product(s) and services. With notice to Seller, Buyer may pay such taxes directly to the taxing authority where allowed by law. Seller shall remit all taxes paid by Buyer to the appropriate taxing authority. Upon Buyer's request, Seller will provide written evidence that Seller is properly licensed to collect the taxes paid by Buyer.
- 8. WARRANTY. (a) Seller warrants that the products shall (i) conform to the description and specifications contained in or referred to in this order; (ii) be free from all defects in material, workmanship and all defects due to design; (iii) will comply with the requirements of this order; (iv) will be of merchantable quality and fit and suitable for the purpose intended by Buyer; and (v) will consist of new (not used or recycled) material. Seller further represents and warrants that the Buyer shall acquire good and marketable title to the products, free and clear of all liens, claims and encumbrances.

- (b) Seller warrants that all services will be performed in accordance with the standards of care and diligence normally practiced by persons performing similar services and in the best workmanlike manner. Seller further represents and warrants that Seller's employees are in good standing with all applicable professional associations and/or designations.
- (c) The above warranties will be in effect for a period of the longer of (i) eighteen (18) months from the date such products are used or placed in operation and such services are performed and (ii) the standard warranty period provided by Seller for such products and/or services. If any products or services fail to conform to the above warranties, Seller, at Buyer's option, will: (i) with respect to products, replace or repair the non-conforming products; (ii) with respect to services, re-perform all services necessary to correct any such non-conformity; or (iii) refund the purchase price of the non-conforming products or services and any related costs incurred by Buyer. Any replacement products or services also will be subject to the above warranties and warranty period. The warranty period for repaired products and/or services will be extended for the period of the original warranty period as set forth above. If Seller does not replace, repair or re-perform, as applicable, within a reasonable time after notice, Buyer may do so at Seller's expense.
- (d) Notwithstanding anything contained herein to the contrary and without limiting Buyer's rights as specified elsewhere in this order, if any products thereof are discovered to be defective or nonconforming at a statistically higher rate than the rate applicable to such products as established upon mutual agreement of the parties (or if no rate is specified by agreement with respect to any product, then three percent (3%) of such products delivered in any three consecutive months), then, at no cost to Buyer and at Buyer's option, Seller will (i) extend the warranty period for all such products for no less than an additional twelve (12) months from the date on which the warranty for the products would otherwise expire, and/or (ii) compensate Buyer for all expenses associated with correcting the defect/nonconformance, including field support, logistics (freight, duties), advanced exchange of a refurbished part, refurbishment, and any required upgrade cost including qualification.
- (e) Seller warrants that no malware including without limitation identity theft, phishing, computer viruses or similar items are coded into any software Seller provides as part of a product or service nor will be delivered through the vendor management system including any supplier portal, and Seller will not insert any malware or other code which would have the effect of disabling or otherwise shutting down all or a portion of such a system or damaging information or functionality of a system or of the product or service. If malware or other code is found to have been coded or otherwise introduced, Seller will immediately notify Buyer and at Seller's own cost take all necessary remedial action and provide assistance to Buyer to eliminate the malware or other code from the product or service and throughout Buyer's electronic information systems, regardless of whether they are operated by or on behalf of Buyer; and if the malware or other code causes a loss of operational efficiency or any loss of data (1) where Seller is obligated under the Contract to back up such data, take all steps necessary and provide all assistance required by Buyer and its affiliates, and (2) where Seller is not obligated under the Contract to back up such data, use commercially reasonable efforts, in each case to mitigate the loss of or damage to such data and to restore the efficiency of such data.
- 9. INTELLECTUAL PROPERTY. Seller hereby represents and warrants that Buyer shall have the right to use, reproduce, distribute, sell and import consistent with its intended purpose, any of the products and services delivered hereunder without violation of any intellectual property right including, but not limited to, patents, trademarks and copyrights. Except as hereinafter limited, Seller shall defend, indemnify and hold harmless Buyer from and against claims, damages, judgments, expenses and loss arising from infringement or alleged infringement of any such intellectual property rights, and Seller shall defend or settle at its own expense any suit or proceeding brought against Buyer for such infringement, provided that Seller is notified promptly in writing of the commencement of such suit or proceeding and is given authority, information and assistance by Buyer for the defense or settlement thereof, and provided further that Buyer shall not settle or compromise any such suit or proceeding without the prior written consent of Seller. Furthermore, in the event that Buyer should be enjoined in such suit or proceeding from using any of the products delivered hereunder, Seller, at its option, shall promptly either (i) secure termination of the injunction and procure for Buyer the right to use such products without any obligation or liability, (ii) replace such products with non-infringing products, materials or services or modify same to become non-infringing, all at Seller's expense and to Buyer's satisfaction, or (iii) remove such products at Seller's expense and refund to Buyer the full replacement amount for such products. The provisions of this paragraph, however, shall not apply to the use of any of the products delivered hereunder in combination with other materials or in the practice of any unintended process, if such is the basis of the claim for infringement.
- 10. SERVICES/LIENS; SITE RULES; INSURANCE; INDEPENDENT CONTRACTOR; PHYSICAL DAMAGE RESPONSIBILITY. (a) Seller will obtain from all of its subcontractors waivers and releases of all liens which may be imposed by them against (i) the products provided under this order or (ii) Buyer's premises or the improvements thereon, and Seller will defend, indemnify, and hold harmless Buyer with respect thereto.
- (b) Seller will conform strictly to all of Buyer's site rules and regulations when performing services on Buyer's premises. It is Seller's obligation to obtain a copy of Buyer's site rules. Seller shall complete background checks required under 6 CFR § 27.230(a)(12) for all persons performing services hereunder prior to access to any Buyer site and shall affirm compliance therewith.
- (c) Prior to performing any activities hereunder, Seller will obtain, and thereafter maintain at all times, the minimum insurance coverage and limits as set forth in Attachment B.
- (d) It is agreed that Seller, in rendering any services on Buyer's premises, is at all times an independent contractor and not an employee of the Buyer. The manner in which the Seller renders the services to the Buyer will be within Seller's sole control and discretion although, the Seller will cooperate with Buyer's personnel and use the Seller's best efforts on behalf of the Buyer within the services defined herein or as subsequently agreed. The Seller recognizes and agrees that it is not subject or entitled to any benefits, wages, or other terms and conditions of employment or otherwise, under the policies, practices and procedures of the Buyer, its employees, agents and successors in interest as they may apply to employees of the Buyer. The Seller agrees that both this order and the services performed hereunder will be conclusively considered neither evidence of nor an application for employment by the Seller. Neither Seller nor any principal, partner, agent or employee of Seller is the legal representative of Buyer for any purpose whatsoever and has no right or authority to assume or create, by action, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of Buyer. All of Seller's employees providing services under this order must be authorized to work in the jurisdiction where the services are performed.
- (e) Seller shall be responsible and liable for loss or destruction of, or damage to, all tools, equipment and other personal property of Seller, any contractor or subcontractor of Seller, or any of their employees or agents, unless such loss, destruction or damage is the result of the sole negligence of Buyer, contractors or subcontractors of Buyer, or any of their employees or agents.
- (f) Seller shall either (i) provide the cyber insurance listed on Attachment B, Section 1(f), or (ii) conduct a cyber and physical security risk assessment on an annual basis and provide a written report of the results of this assessment to Buyer each year or upon request. Seller may be asked to participate with Buyer in an annual tabletop exercise of cyber and/or physical security specific to a threat identified by Buyer as required by Buyer. Seller will notify Buyer from time to time of the name and contact information for a person who can assist with Buyer with these inquiries and any Security Breach (defined in said Attachment B) that may arise.
- 11. INDEMNITY. Seller shall defend, indemnify, and hold harmless Buyer from and against any and all claims, losses, damages, expenses and liabilities, including attorneys' fees (collectively "Claims"), arising from or in connection with Seller's performance pursuant to this order, including without limitation any Claims arising from the failure of the products to conform to specifications, or from personal injuries or property damage proximately caused by defects in design or manufacture of the products or by Seller's failure to provide adequate warnings or instructions with respect to the products or from any actions or omissions by Contractor's employees, contractors or agents, which results in Claims against Seller. Seller shall also defend, indemnify and hold harmless Buyer, any party on whose property the products are installed, and their employees, agents, contractors and subcontractors from and against all Claims for bodily injury, sickness and/or disease, including death at any time sustained by any employee of Seller, or of a contractor or subcontractor of Seller, while in, on or about the property of Buyer or the site of installation of the products, if or where such injury, sickness, disease and/or death was in any way connected with (i) any work under Section 8 herein, (ii) any services performed by Seller for Buyer with respect to this order or with respect to any of the products sold to Buyer pursuant to this order or otherwise, (iii) any other terms of this order or (iv) the performance of or failure to perform said work or services, unless such injury, sickness, disease and/or death is the result of the sole negligence of Buyer, contractor or subcontractor of Buyer, or any of Buyer's employees or agents.
- 12. FORCE MAJEURE. Neither party hereto shall be liable to the other for default or delay in performing its obligations hereunder if caused by fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial shutdown of plant by reason of inability to obtain sufficient raw materials

or power, and/or any other similar or different occurrence beyond the reasonable control of the party so defaulting or delaying. The party whose performance is prevented by any such occurrence shall notify the other party thereof in writing as soon as is reasonably possible after the commencement of such occurrence, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the other party of the cessation of such occurrence. No payment shall be made by Buyer to Seller for any expenses incurred by Seller by reason of such default or delay. If a force majeure event extends for more than sixty (60) days, the order may be terminated upon written notice by the party not declaring force majeure without any liability on its part. If a force majeure event compels Seller to allocate deliveries of products or services, Seller will make such allocation in a manner that ensures Buyer at least the same proportion of the Seller's total output as was purchased by Buyer prior to the force majeure. Seller will use best efforts to source products or other items, at Seller's expense, from its own or its affiliates' global operations or the market in order to meet Buyer's required delivery dates.

- 13. DRAWINGS AND OTHER ITEMS. Unless otherwise expressly provided in this order, all drawings, blueprints, dies, patterns, tools, printing plates and other items used in connection with the manufacture of the products hereunder, which are prepared or constructed by Seller pursuant to the terms of this order, shall be the property of Buyer, and upon completion of deliveries of the products hereunder, or upon termination of this order, shall be delivered to Buyer.
- 14. COMPLIANCE WITH LAWS AND GOVERNMENT CONTRACTING REGULATIONS. Seller shall comply with all laws, ordinances, permits and governmental rules and regulations applicable to Seller and the products and services provided by Seller, including but not limited to those laws, ordinances, rules and regulations with respect to or under the Occupational Safety Health Act of 1970, or any other statute, rule, or regulation of any governmental authority or agency concerning safety, health, welfare and conduct of employees and prohibition of certain telecommunications and video surveillance equipment and services. Seller hereby agrees that any services will be provided in compliance with the Fair Labor Standards Act, as amended, and agrees to so certify on its invoices. Seller shall abide by the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A. Buyer hereby provides notice in compliance with the regulations of the Department of Labor's Office of Federal Contract Compliance Programs as set forth in Annex A. Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, national origin, sexual orientation, or gender identity. Moreover, where applicable, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, sexual orientation, gender identity, protected veteran status or disability. Seller shall comply with Federal Acquisition Regulations ("FARS") 52-219-8, "Utilization of Small Business Concerns" and FAR 52-219-9, made and subcontracting plan and a copy of such plan and a copy of any amendment or modification thereof; and (b) track and maintain spending data regardin
- 15. ASSIGNMENT. Any assignment, transfer, factoring, grant of any security interest over, or dealing in any other manner with the benefit of all or any of this order items to be supplied hereunder, or subcontracting of any obligation under this order, by Seller without the prior written consent of Buyer shall be void.
- 16. NON-WAIVER. No waiver by either party of any breach of any of the terms of this order to be performed by the other party shall be construed as a waiver of any subsequent breach, whether of the same or of any other term of this order.
- 17. REMEDIES AND SET-OFF. The rights and remedies of Buyer set forth in this order are not exclusive and are in addition to all other rights and remedies of Buyer. Buyer may set off any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer to Seller under this order.
- 18. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL. The validity, interpretation, and performance of this order and any claim, controversy or dispute arising out of or related to this order shall be governed by and construed and enforced in accordance with the law of the State of Connecticut without giving effect to the principles of conflicts of law which would render applicable the laws of any other jurisdiction. This order shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods. Buyer and Seller consent and submit exclusively to the jurisdiction of the state or federal courts of the State of Connecticut. Buyer and Seller hereby waive to the fullest extent permitted by law any right to a trial by jury in any action or proceeding based upon, arising out of, or in any way relating to this order.
- 19. NO GRATUITY; FCPA. Neither party will offer or give any gratuity to induce any person or entity to enter into, execute or perform any term or condition of this order or any other agreement between the parties. Each party further represents that it has knowledge and understanding of the Foreign Corrupt Practices Act of the United States of America ("FCPA"), and that no principal, partner, officer, director or employee of Seller is or will become an official of any governmental body of any country (other than the U.S.) in which Seller provides products or services for Buyer during the term period which this order covers. Each party agrees that it shall not, in the conduct of its performance under this order, and with regard to any funds, assets, or records relating thereto, offer, pay, give, or promise to pay or give, directly or indirectly, any payment or gift of any money or thing of value to (i) any non-U.S. government official to influence any acts or decisions of such official or to induce such official to use his influence with the local government to effect or influence the decision of such government in order to assist that party in its performance of its obligations under this order or to benefit the other party; (ii) any political party or candidate for public office for such purpose; or (iii) any person if that party knows or has reason to know that such money or thing of value will be offered, promised, paid, or given, directly or indirectly, to any official, political party, or candidate for such purpose. Seller shall defend, indemnify, and hold harmless Buyer, from and against any and all claims, losses, damages, expenses and liabilities, including attorney fees, arising from the failure of Seller to comply with the FCPA. In addition in the event Seller violates the FCPA, Buyer may terminate this order, without liability and the order shall in the event of termination by Buyer be rendered void.
- 20. CODE OF CONDUCT AND HUMAN RIGHTS POLICY The Buyer has established a Code of Conduct for suppliers (the "Supplier Code of Conduct") available at https://www.linde.com/about-linde/global-procurement and Human Rights Policy available at https://www.linde.com/about-linde/global-procurement and Human Rights Policy available at https://www.linde.com/sustainable-development/policies-and-position-statements/human-rights-policy. Seller shall comply with the requirements of the Supplier Code of Conduct and the Human Rights Policy and shall maintain a consistently high standard of integrity in all its business relationships with Buyer as well as foster the highest possible standards of professional competence in all its activities. In supplying Goods to Buyer and/or in performing any Services, the Seller shall not take any action that violates the Supplier Code of Conduct or Human Rights Policy. Further, the Seller acknowledges that no employee of Buyer is authorized to propose to the Seller or approve conduct which is inconsistent with the Supplier Code of Conduct or Human Rights Policy. Buyer is committed to providing maximum opportunities for qualified, diverse-owned business enterprises (individually, "DivBE" and collectively, "DivBEs") to participate in its work. Buyer endeavors to ensure that qualified DivBEs are appropriately considered as subSellers and/or suppliers for the provision of products and services to Buyer. Seller will report its expenditures with DivBEs quarterly unless another period is negotiated. Certified is a supplier who has a third-party certification provided by an accredited agency such as the National Minority Supplier Development Council (NMSDC), the Women's Business Enterprise National Council (WBENC), the US Pan Asian American Chamber of Commerce (USPAACC), the National LGBT Chamber of Commerce (NGLCC), the U.S. Business Leadership Network (USBLN), the National Veteran-Owned Business Association (NaVOBA), or other accreditation agencies recognized by Buyer. In addition, certifications
- 21. CONFIDENTIALITY. As used in this order, "Confidential Information" shall mean and include all of the information, know-how and data, whether technical or non-technical, which is in any way, heretofore or hereafter, disclosed to Seller by or on behalf of Buyer in the course of, or in connection with this order or in connection with proposals or negotiations for the order. Except as provided below and except as otherwise agreed to in writing by Buyer, Seller shall keep confidential and prevent the disclosure of Confidential Information except on a confidential basis, to its employees who need such Confidential Information in order to enable Seller to properly perform under this order and who sign secrecy agreements obligating them at least to the same extent as Seller is obligated under this provision. Seller shall not use or permit to be used Confidential Information for anyone other than Buyer. Seller's obligation under this provision shall not apply, however, to Confidential Information when, after and to the extent that the Confidential Information either: (a) is known to the public; or (b) was known to Seller prior to the first disclosure to Seller by or on behalf of Buyer or any affiliate of Buyer and Seller can establish such fact by reasonably convincing evidence; or (c) is received by Seller in good faith from a third party other than an affiliate of Buyer and Seller does not violate any obligation which it may have to a third party with respect to such Confidential Information.
- 22. RETENTION AND AUDITS. Seller will maintain complete and accurate records of the services performed under this order and the products sold to Buyer pursuant to this order for a period of seven (7) years after the completion of such services and sale of products. Records relating to Seller's performance of this order and compliance with the terms and conditions of this order shall be made available to Buyer upon reasonable notice.

- 23. NOTICES. All notices will be in writing and deemed given on the date the notice is hand delivered, mailed or electronically transmitted to the receiving party at such party's address set forth on the face of this order. Either party may change its address upon notice to the other party.
- 24. PUBLICITY. No information relative to this order shall be released by Seller and Seller shall not use the name, tradename, trademarks, service marks or logos of Buyer, either before or after completion of the order, for publication through newspapers, radio, television or other media, or for advertising purposes without the prior written consent of Buyer.
- 25. BUYER PRODUCTS AND SERVICES. Seller shall exclusively source and require its subcontractors to source all of their respective cylinder gases, bulk gases, tube trailer gases, including welding and cutting gases, welding wire, cutting and brazing equipment, welding machines, hardgoods such as gloves, welding face shields, and other components, and any other consumable products and services readily available from Buyer or Buyer's authorized distributor.
- TRADE COMPLIANCE. Seller shall comply with all applicable import and export laws and regulations ("Import/Export Laws") promulgated and administered under the laws of the United States (including but not limited to the Export Administration Regulations, 15 C.F.R. Parts 730-799, and/or the International Traffic in Arms Regulations, 22 C.F.R. Part 120-130 and/or Customs, 19 C.F.R. inclusive) and the government of any other country with jurisdiction over the parties or the transactions occurring under this Agreement, and all of Buyer's applicable import and export and technology control procedures and plans (including its customers procedures and plans to the extent Buyer is required to comply therewith in connection with the products), including the obligation not to source from or transfer or export items or technology (including deemed exports) from or to any person or destination when such sourcing transfer or export would be in violation of Import/Export Laws. Seller shall provide Buyer with any and all trade compliance and source information that may be required for Buyer to comply with Import/Export Laws. Seller will accurately indicate the country of origin/manufacture, classification, value and description of the products provided under this order on the customs invoice and other applicable documentation. Seller represents and covenants for the duration of the Agreement that for products supplied hereunder, Seller takes and will continue to take appropriate measures to review its supply chain to ensure compliance with all applicable laws (including prohibition on the use of forced labor) and that neither Seller nor entities that own or control 50% or more of Seller, directly or indirectly, or any of its suppliers, are the target of any sanctions or included on any sanction list, including without limitation, the Specially Designated Nationals and Blocked Persons List administered by the Office of Foreign Assets Control, or have prohibited dealings, financial or otherwise, with a targeted country or region or otherwise engage in any prohibited business under relevant sanctions. All purchases under this Agreement will be consummated subsequent to importation, prices will be inclusive of all duties and other costs of customs clearance and Seller will not cause or permit Buyer's name to be shown as "importer of record" on any customs declaration without Buyer's prior written consent. The rights to and benefits of any preference, refund or drawback of any duty, credits, taxes or fees paid under any applicable program are the property of Buyer and Seller will provide such documentation and other assistance in connection therewith as Buyer may reasonably request. Buyer reserves the right to suspend its performance under this Agreement with or without a time frame for corrective action and/or terminate this Agreement if Seller or any products or services hereunder are suspected or found to be in violation of any Import/Export Laws. Seller shall indemnify, defend and hold Buyer harmless from and against any violation by Seller of this provision and any Import/Export Laws. The provisions of this Section shall survive the termination or expiration of this Agreement.
- 27. RECALLS. If Seller, its suppliers, Buyer or any governmental authority determines that any Product(s) (including any component or software contained in the Product(s)) sold hereunder should be recalled or subject to any field or other corrective action or notification, such Party shall provide prompt written notice to the other and either Party may implement such a recall, action or notification (a "Recall"). Notwithstanding anything in this Agreement to the contrary, if a Recall affects Product(s) previously supplied or prevents Seller from supplying any Product(s), Buyer, in its sole discretion, may exercise the following rights in addition to other remedies available under this Agreement: (a) Buyer may purchase substitute products from other suppliers and recover from Seller any cover costs associated with those substitute products, and Buyer shall be excused from minimum or exclusive purchase obligations, if any exist, and/or (b) Buyer may terminate, without penalty, any unfulfilled order(s) for affected Product(s), and Seller shall immediately refund to or reimburse Buyer for all payments and costs associated with the undelivered or returned Product(s) and related materials, including all costs of removing, shipping, packaging, disposing, testing and inspecting the Product(s) and, if applicable, implementing any fix or correction (including reinstallation) to ensure the safety or reliability of the Product(s). Upon Buyer's request, Seller shall assist Buyer to find reasonably acceptable alternative sources for any Product(s) subject to Recall. Buyer shall provide reasonable assistance in such Recall, provided that Seller shall pay all of Buyer's costs and expenses relating to a Recall, including handling charges per unit of Product of no less than twenty-five percent of the Product's price under this Agreement.
- 28. MISCELLANEOUS. If this order constitutes an offer, Seller's acceptance of this order is hereby expressly limited to the terms of this order and shipment of any part of the products covered hereunder shall be deemed to constitute such acceptance. If this order constitutes an acceptance of an offer, such acceptance is expressly made conditional on Seller's assent to the terms of this order, and shipment of any part of the products covered hereunder shall be deemed to constitute such assent. This order constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and there are no oral understandings, explain or supplement any of the terms of this order. This order shall not be amended except in writing signed by the parties hereto. Any headings contained in this Agreement are used only as a matter of convenience and reference, and are in no way intended to define, limit' expand or describe the scope of this Agreement.

Attachment A

This is to provide notice that Buyer is a federal government contractor subject to the nondiscrimination and affirmative action compliance requirements of Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended. Buyer has developed and implemented equal employment opportunity and affirmative action policies and programs, which are designed to ensure that all qualified applicants and employees are treated without regard to such factors as race, color, religion, sex, national origin, disability, veteran status, or any other reason prohibited by law.

The implementing regulations of these laws require federal contractors to disseminate to their subcontractors, vendors, and suppliers information about their nondiscrimination and affirmative action policies, and also to request appropriate action on their part to ensure full compliance throughout the subcontracting chain related to the federal contract.

Buyer is committed to compliance with these important nondiscrimination and affirmative action requirements, and requests your support of and commitment to compliance with them as well.

Attachment B

MINIMUM INSURANCE REQUIREMENTS

- 1. Prior to performing any activities under this Agreement, Seller shall purchase and maintain in full force and effect for the duration of this Agreement and the Warranty period, at its own expense, the following minimum insurance coverages and limits:
 - (a) Statutory Worker's Compensation and Employer's Liability Insurance with minimum limits of not less than indicated below:

Required Limits - Statutory limits, with Employer's Liability Coverage as follows:

Bodily Injury by Accident\$5,000,000.00Bodily Injury by Disease Each Employee\$5,000,000.00Bodily Injury by Disease Policy Limit\$5,000,000.00

The policy must be in the name of the Seller or contain an endorsement naming Buyer as the alternate employer.

(b) Commercial General Liability Insurance, including the coverages identified below, with minimum limits indicated below:

Each Occurrence \$5,000,000.00

General Aggregate \$5,000,000.00

The Commercial General Liability Policy will include the following coverages where applicable:

- · Bodily injury and property damage on an "Occurrence" basis;
- · Products/Completed Operations
- · Premises and operations;
- Independent Sellers; and
- Personal injury liability
- (c) Business Automobile Insurance for all owned, non-owned, and hired vehicles which will include Motor Carriers Insurance (MCS 90) endorsementwith minimum limits indicated below:

Combined Single Limit BI & PD

\$5,000,000.00

(d) Professional Liability/Errors and Omissions Insurance for any engineering, architectural and/or design services with minimum limits indicated below:

Required Limits \$1,000,000.00

(e) Environmental Liability Insurance with minimum limits indicated below:

Combined Limit \$5,000,000.00

(f) Technology/professional liability insurance and data protection liability insurance covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in connection with the products and services provided under this Agreement as well as all Seller costs, including damages it is obligated to pay Buyer or any third party, which are associated with any Security Breach (as hereafter defined) or loss of Personal Data, regardless of cause (including, without limitation, Seller negligence or gross negligence and unlawful third party acts). Costs to be covered by this insurance policy shall include without limitation: (a) costs to notify individuals whose Personal Data was lost or compromised; (b) costs to provide credit monitoring and credit restoration services to individuals whose Personal Data was lost or compromised; (c) costs associated with third party claims arising from the Security Breach or loss of Personal Data, including litigation costs and settlement costs; (d) regulatory fines and penalties; and (e) any investigation, enforcement or similar miscellaneous costs. For the purposes of this Section, "Security Breach" means (1) the failure by the Seller to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by the Seller of: (a) Personal Data in any format or (b) third party corporate information in any format specifically identified as confidential and protected under a confidentiality agreement or similar contract; (2) an unintentional violation of the Seller's privacy policy or misappropriation that results in the violation of any applicable data privacy laws or regulations; or (3) any other act, error, or omission by Seller in its capacity as such which is reasonably likely to result in the unauthorized disclosure of Personal Data. Such insurance must address all of the foregoing without limitation if caused by an employee of the Seller or an independent Seller working on behalf of the Seller in performing services under this Agreemen

Such insurance shall provide coverage with minimum limits of not less than \$5,000,000.00

- (g) Warehouseman's Legal Insurance of \$5,000,000 will be in effect for the duration of the storage.
- (h) Riggers Liability Insurance with minimum limits of not less than \$5,000,000.00
- (i) Cargo Legal Liability Insurance
- (j) All Risk Insurance Property Insurance
- 2. Each of Seller's liability insurance policies shall be primary to and non-contributing with, any other insurance carried by, or for the benefit of the Buyer. Insurance may be provided under a single limit policy, or two or more policies with combined limits for the required amount of coverage.
- 3. Seller's workers' compensation, employers' liability, commercial automobile liability, commercial general liability, and excess liability insurance policies shall be endorsed to waive all rights of subrogation in favor of Buyer and its affiliates, and their shareholders, directors, officers, members, employees and agents.
- 4. Buyer and its employees, officers, directors, owners, advisors, consultants and agents shall be included as additional insureds without limitation on all policies (except workers' compensation and professional liability), under the form of additional insured endorsement providing the maximum protection to Buyer allowed by applicable law. Further, Seller represents and warrants that: (i) all such policies will be endorsed to reflect thirty (30) days notice of cancellation to Buyer, and Seller shall not cause or permit its insurance to be canceled, non-renewed or invalidated; and (ii) prior to the commencement of any activities hereunder, Seller shall provide certificates of insurance and policy endorsements as required herein from issuing insurance company(s).
- 5. All Seller's insurance shall be issued by insurance carriers licensed to do business in all states where work is performed under this agreement. At the time the policy is issued and rated by A.M. Best Buyer as A-VII or better and confirmed by one or more insurance certificates listing Buyer name and address as a Certificate Holder. Certificates of insurance shall be prepared on an Accord form 25-S or similar form.

- 6. With respect to any coverage maintained on a "claims-made" policy form, Seller shall maintain such coverage for two (2) years following termination of this Agreement or completion of all activities associated with this Agreement, whichever is later; provided that, if a "claims-made" policy is maintained, the retroactive date must precede the date of commencement of Services under this Agreement.
- 7. Seller shall not commence any activities under this Agreement until Seller has obtained all required insurance and until such insurance has been received and approved by Buyer. Seller's failure to fulfill these insurance requirements within ten (10) days after receipt of Buyer's notice to proceed shall not be considered cause for any adjustment to Seller's compensation or schedule. Seller's failure to fulfill these insurance requirements within ten (10) days after receipt of Buyer's notice to proceed shall not be considered cause for any adjustment to Seller's compensation or schedule. Buyer's approval of Seller's insurance shall not relieve or decrease the liability of Seller hereunder.
- 8. If Seller fails to obtain or renew the above required insurance and furnish to the Buyer acceptable evidence thereof, Buyer shall have the right, but not the obligation, to: (i) procure such insurance and reduce the Agreement amount by the cost thereof; or (ii) deem as material breach of this Agreement the Seller's failure to do so
- 9. Nothing herein shall reduce or alter any obligation Seller has to indemnify, defend or hold any entity harmless under the Agreement. Limits of insurance required hereby shall not limit Seller's liability in any way.
- 10. In the event Seller enters into a subcontract with a subcontractor, the Seller will require the subcontractor to procure at a minimum all insurance specified to be carried by the Seller, in the like form specified herein.
- 11. Seller and, as applicable, its Subcontractors shall bear all risks and be responsible for any uninsured loss due to policy deductibles, self-insured retentions, exclusions, limitation inadequacy and/or absence of coverage, whether such policies are purchased by Seller, a subcontractor and/or Buyer.

Linde Gas & Equipment Inc. - Carrier Routing Instructions

For Shipments Within North America (US, Canada, Mexico)

Unless otherwise specified by Linde:

- The following instructions must be strictly adhered to when scheduling shipments for Linde.
- Non-compliance will result in the non-payment of your invoice.
- See Additional Requirements below for drop-ship instructions.

Parcel Shipment (< 150 lbs.)	Use Linde UPS account number provided on the PO. If not provided, contact your Linde Buyer.				
LTL and FTL Shipment (> 150 lbs.)	To arrangement shipment, contact CH Robinson.				
	• To schedule shipping arrangement, e-mail LG.US.International.Shipping@linde.com, and include the following:				
	• Subject Line: [Linde's PO number], [US export] or [US import]				
	Copy of Linde's purchase order				
International Shipment	• Copy of commercial invoice and any other documentation relevant to the shipment				
(US Inbound/Outbound – Air/Ocean)	• Use of Solid Wood Packaging Materials:				
	 If Solid Wood packaging materials are used on orders the packaging must be constructed of material that follows IPPC International Standards for Wood Packaging (ISPM-15). An ISPM-15 compliance mark must be present and visible on the packaging exterior. Crate framing lumber, runners, skids, and blocking are typically solid wood and must comply with ISPM-15. 				
	• Bill of Lading (BoL) Must Include:				
	Linde Purchase Order Number				
	• Linde Business Unit, Branch or Plant Number, and Responsible Contact				
	• Linde G/L Account Charge Number				
	• Ship-To Address				
	• If not provided on the PO, contact your Linde Buyer.				
	• If Order Qualifies for Free Shipping				
	• Supplier to use carrier of its choice.				
Additional Requirements	• Use the lowest cost service option				
	Do not purchase additional insurance coverage				
	• Drop-Shipment to a Non-Linde Location				
	Supplier to use carrier of its choice.				
	Supplier to prepay and add freight charge to Linde invoice.				
	NEVER SHIP COLLECT				
	DO NOT DECLARE A PRODUCT VALUE ON BILL OF LADING				
	• UPS Customer Service: 1 (800) 742-5877				
• Third Party Contact Info	• CH Robinson: (877) 933-7729 / linde@chrobinson.com (Linde's 3PL)				