1. OFFER/COUNTEROFFER. These Terms constitute an offer or counter offer by Milwaukee Cylinder to sell Products to Buyer. No additional or different provisions in Buyer’s purchase order shall be binding upon Milwaukee Cylinder unless Milwaukee Cylinder has agreed in writing to such terms. Milwaukee Cylinder objects to and rejects any additional or different terms or conditions in any form tendered by Buyer, including expressly rejecting any provisions that dictate that Buyer’s terms control or any additional or different provisions in Buyer’s electronic business portal. Milwaukee Cylinder’s failure to object to any provisions or conditions tendered by Buyer will not be construed as an acceptance or agreement to any of them.

2. ORDERS. All orders are subject to acceptance by Milwaukee Cylinder. Each accepted order shall constitute a separate legally binding contract between Milwaukee Cylinder and Buyer. Milwaukee Cylinder’s acceptance of an order shall be indicated by (a) written confirmation, (b) delivery and shipment of the order, or (c) commencement of any work or procurement of any materials to supply the order.

3. QUOTATIONS. Milwaukee Cylinder quotations are valid for thirty (30) days, unless otherwise stated in the quotation, and may be withdrawn by Milwaukee Cylinder at any time and for any reason.

4. PRICES, TAXES AND FEES. Unless otherwise set forth in a quotation or agreed to by Milwaukee Cylinder in writing, all prices for Products (“Prices”) are subject to change without notice and all orders shall be invoiced at the Prices in effect on the dates the orders were accepted by Milwaukee Cylinder. Prices do not include sales, use, excise, value-added (VAT) or similar taxes, shipping, insurance while in transit, customs duties, import/export fees, or any other fees related to the sale, use and/or delivery of Products (collectively, “Taxes and Fees”). Payment of Taxes and Fees is the sole responsibility of Buyer. The quantities set forth in a quotation may affect Prices. Milwaukee Cylinder reserves the right to adjust Prices if Buyer changes the terms and conditions or specifications.

5. DELIVERY. Unless otherwise set forth in a quotation or agreed to by Milwaukee Cylinder in writing, all Products will be delivered EX-WORKS (EXW) Milwaukee Cylinder’s facility (INCOTERMS 2010). Milwaukee Cylinder will make every reasonable effort to fill orders within the stated shipment schedule, but stated delivery dates are non-negotiable. Milwaukee Cylinder shall not be liable for any loss of time or cost incurred by Buyer in rescheduling shipment dates without liability to Buyer or any third party. If shipment for Custom products is delayed or suspended by Buyer without the prior written consent of Milwaukee Cylinder, Buyer agrees to reimburse Milwaukee Cylinder for all costs including labor, materials, and workmanship, including expressly rejecting any provisions that dictate that Buyer’s terms control or any additional or different provisions in Buyer’s electronic business portal.

6. CUSTOM PRODUCTS. Milwaukee Cylinder’s acceptance of an order shall be indicated by (a) written confirmation, (b) delivery and shipment of the order, or (c) commencement of any work or procurement of any materials to supply the order. Milwaukee Cylinder will make every reasonable effort to fill orders within the stated shipment schedule, but stated delivery dates are non-negotiable. Milwaukee Cylinder reserves the right to cancel or orders arising from pricing, delivery dates are approximate only, time is not of the essence, and Milwaukee Cylinder reserves the right to readjust shipment schedules without liability to Buyer or any third party. If shipment for Custom products is delayed or suspended by Buyer without the prior written consent of Milwaukee Cylinder, Buyer agrees to reimburse Milwaukee Cylinder for all costs including labor, materials, and workmanship, including expressly rejecting any provisions that dictate that Buyer’s terms control or any additional or different provisions in Buyer’s electronic business portal.

7. CANCELLATION RIGHTS. Buyer may, without any liability to Buyer, at its option, (a) defer shipments until payment is made in full, (b) cancel all or any part of the unshipped order, and/or (c) setoff and deduct from any credit balance owed to Buyer and/or its affiliates, the amount owed from Buyer.

8. NON-WARRANTY PRODUCT RETURNS. Subject to certain restrictions and restocking fees, Standard Products may be returned at Buyer’s expense to Milwaukee Cylinder after receiving a Return Merchandise Authorization (RMA) from Milwaukee Cylinder (“Authorized Returns”). Authorized Returns must be new, unused, saleable and in their original or equivalent packaging. Custom Products are nonreturnable.

9. TITLE AND RISK OF LOSS. Unless otherwise set forth in a quotation or agreed to by Milwaukee Cylinder in writing, title to all Products passes to Buyer upon Milwaukee Cylinder’s tender of the shipment to the initial carrier. Loss or damage that occurs during shipping shall be Buyer’s sole responsibility. Where permitted by law, in the event that Buyer does not make payment in full, Milwaukee Cylinder reserves the right to reclaim all Products for which payment has not been received.

10. CANCELLED ORDERS. Milwaukee Cylinder reserves the right to cancel any order at any time if Buyer becomes insolvent or is in breach of these Terms. Orders for Standard Products which have been accepted by Milwaukee Cylinder may be cancelled or revised by Buyer with the written consent of Milwaukee Cylinder. Cancelled Orders for Custom Products which have been accepted by Milwaukee Cylinder are nonreturnable and noncancellable by Buyer. In the event that Milwaukee Cylinder, in its sole discretion, consents to the cancellation of any order for Standard Products, or cancels any order for Products due to Buyer’s insolvency or breach of these Terms, then Buyer shall be liable for the payment of a cancellation charge. Such cancellation charge shall equal all costs and expenses incurred by Milwaukee Cylinder in its performance under such order up to the date of cancellation, plus Milwaukee Cylinder’s anticipated profit margin.

11. SPECIFICATIONS. All weights, measurements, drawings, capacities and other specifications of Products provided by Milwaukee Cylinder (“Milwaukee Cylinder Specifications”); whether contained in photographs, schematics, catalogs, or otherwise, are only approximate and are provided solely for reference. Milwaukee Cylinder makes no part of the Milwaukee Cylinder Specifications from any other source. Milwaukee Cylinder reserves the right to substitute manufacturers or other materials for any of the Milwaukee Cylinder Specifications if and when in its sole judgment necessary. Milwaukee Cylinder shall not be liable for any loss for each shipment shall pass from Milwaukee Cylinder to Buyer upon Milwaukee Cylinder’s tender of the shipment to the initial carrier. Loss or damage that occurs during shipping shall be Buyer’s sole responsibility. Where permitted by law, in the event that Buyer does not make payment in full, Milwaukee Cylinder reserves the right to reclaim all Products for which payment has not been received.

12. CHANGE ORDERS. In the event that Buyer requests changes to the Specifications (“Change Order”) of any Products after Milwaukee Cylinder has accepted the order, such changes shall become part of the order only upon Milwaukee Cylinder’s acceptance of the Change Order. If any Change Order causes an increase in time required to complete the Products, Milwaukee Cylinder reserves the right to charge Buyer a late penalty of 1.5% per month applied against overdue amounts, or the maximum rate permitted by law. If Buyer fails to make payment in accordance with the applicable payment terms, Milwaukee Cylinder may, without any liability to Buyer, at its option, (a) defer shipments until payment is made in full, (b) cancel all or any part of the unshipped order, and/or (c) setoff and deduct from any credit balance owed to Buyer and/or its affiliates, the amount owed from Buyer.

13. INTELLECTUAL PROPERTY RIGHTS. All rights, titles, and interests in the intellectual property (including, without limitation, all patents, copyrights, trade secrets, and trademarks) and written materials developed, designed or generated by Milwaukee Cylinder in the supply of Products, belong solely and exclusively to Milwaukee Cylinder and/or Buyer’s customers are only granted a limited license to use such intellectual property and written materials solely to facilitate their sale and/or use of the Products, as applicable.