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**TERMS AND CONDITIONS OF SUPPLY ("Conditions") – MULTIPLE SUPPLIES**

1. **SCOPE**  
1.1 In these Conditions, "Supply" means any supply by Supplier to Buyer including the supply of Goods and/or Services; "Buyer" means the party buying Goods or procuring Services and shall include, if the context so permits, its agents or sub-contractors; "Supplier" means HIBON INGERSOLL-RAND AIR SOLUTIONS named on the Purchase Order; "Purchase Order" means an order placed on Supplier by Buyer; "Goods" means gas products, consumable materials, equipment, equipment components, spare parts, and other goods and materials which Supplier has agreed to sell; "Services" means any services supplied by Supplier to Buyer.  
1.2 These Conditions apply to and are deemed to be incorporated in all contracts for Goods and Services and, save where Supplier and Buyer have agreed to specific terms, shall apply to and prevail over all conditions endorsed on, delivered with or contained in Buyer's purchase terms, or any Purchase Order, or other documentation. No modification to these Conditions shall be valid unless in writing and duly signed by a person authorised by Supplier. All Purchase Orders are subject to acceptance by Supplier.  
1.3 Once accepted the Purchase Order and these Conditions shall constitute the contract ("Contract") between Buyer and Supplier for the Supply and shall constitute the entire agreement between the Buyer and Seller in relation to the Supply.  
2. **PRICE QUOTATIONS**  
2.1 Prices quoted for (a) standard Goods and Services remain valid for 30 days unless otherwise specified; and (b) non-standard Goods and Services are estimates and may be increased without notice in the event of increases in Supplier's costs of: (i) transport, labour and materials; (ii) handling of, and compliance with laws and regulations concerning hazardous materials; (iii) handling, delivery and shipping; (iv) energy or fuel; and/or (v) any other costs of supply or of Supplier's performance arising between the time of quotation and the time of Supply.  
2.2 Prices quoted are exclusive of all applicable taxes, including but not limited to, any value added tax, Federal, state and/or municipal excise, sales and/or use taxes, levies and duties of any nature whatsoever ("Taxes") applicable to the Goods and Services. All Taxes shall be paid by Buyer unless Buyer provides Supplier with an exemption certificate acceptable to the relevant taxing authority.  
3. **INSPECTION AND TESTING**  
3.1 All Goods are inspected by Supplier before supply to Buyer and tested where appropriate.  
3.2 An additional charge will be made for tests or trial runs carried out at Buyer's request. In the event that Buyer does not attend such tests after 14 days' notice Supplier will perform the tests and the Goods will be deemed accepted in Buyer's absence.  
4. **SUPPLY**  
4.1 Any dates specified by Supplier for the delivery of Goods and/or the performance of Services are intended to be estimates only. Supplier will use reasonable efforts to supply Goods and Services within the time requested in the Purchase Order and in any event within a reasonable period. Subject to the other provisions of these Conditions, Supplier will not be liable for any losses, costs, damages, charges or expenses caused directly or indirectly by any delay in or failure of delivery of Goods and/or Services (even if caused by Supplier's negligence) and nor will any delay entitle Buyer to terminate or rescind the Contract unless such delay exceeds 80 days.  
4.2 Unless otherwise agreed in writing all shipments shall be made EXW (Incoterms 2000) Supplier's production and/or distribution facilities. Buyer may request other delivery arrangements on terms to be agreed. Risk of damage to or loss of Goods is transferred to Buyer in accordance with the agreed terms and Buyer shall indemnify Supplier against all loss of, or damage to, Goods.  
4.3 Buyer will supply Supplier with delivery instructions promptly on notification to Buyer that Goods are ready for shipment. If appropriate delivery instructions, documents, licences or authorisations are not received, or if Buyer requests for a shipment to be postponed for more than 10 days after the date Buyer is notified that the Goods are ready for shipment, Supplier shall be entitled to make arrangements for storage of the Goods at Buyer's risk and expense and to charge Buyer accordingly. In such case, Supplier's obligation to deliver the Goods will be deemed satisfied and Buyer will be responsible for the risk of loss of, or damage to, the Goods and for paying the purchase price.  
4.4 Buyer agrees to comply with all applicable laws, rules and regulations and to obtain all permits, licences and authorisations or certificates that may be required in connection with its purchase, loan or licensing of Goods. Buyer shall not export or re-export, directly or indirectly, Goods or information pertaining thereto to any country in respect of which an export licence or governmental approval is required without first obtaining such licence or approval. Buyer must obtain, at Buyer's expense, any import licence required for the country into which the Goods are to be imported. Buyer shall attach to all Purchase Orders the necessary information to permit Supplier to commence its work, together with any licence and/or permits and related certificates, which may be necessary.  
4.5 Goods will be supplied as available unless Buyer specifically requests "one consignment". Each shipment shall be considered a separate and independent transaction. Supplier may suspend shipment of any unfulfilled Contract in the event of any act or omission on the part of Buyer or if Buyer is in material breach of Buyer's obligations under the Contract.  
4.6 All Goods and Services supplied in accordance with the Contract will be deemed accepted unless Buyer promptly notifies Supplier in writing that the Goods are not in compliance with the Contract. Any damaged Goods and packaging must be kept for inspection by Supplier.  
4.7 Supplier may modify the specification of Goods without notice provided that the modification does not materially affect the performance, form or fit of the affected Goods, Service, installation and commissioning are not affected in the purchase price for the Goods.  
4.8 Buyer shall be responsible for shipment of any product requiring Services to Supplier. Supplier shall notify Buyer following discovery of any such product as unsuitable for the performance of Services.  
5. **PAYMENT**  
5.1 All amounts are stated and payments are to be made in Euro unless otherwise agreed in writing. If Buyer specifies a different currency, Supplier reserves the right to amend the quoted price by any amount to cover movements in the exchange rate between the relevant currency and EURO arising between the time of quotation and acceptance of the Purchase Order.  
5.2 Full payment without any deduction whatsoever must be made to Supplier within 30 days of the date of invoice unless otherwise agreed in writing. Invoices will normally be issued on the date of delivery of the Goods or completion of the Services. Any invoice disputes must be raised by Buyer within 15 days from date of invoice, or the invoice shall be considered to be accepted by Buyer. Time for payment shall be of the essence.  
5.3 All Purchase Orders are subject to credit approval before the Contract without Supplier's prior written consent. Buyer's financial condition does not at any time justify payment terms as previously specified. Supplier may cancel or suspend any unfulfilled Contract.  
5.4 Supplier may require Buyer to furnish Supplier with a confirmed irrevocable letter of credit drawn on a bank acceptable to Supplier.  
5.5 If any payment is overdue Supplier shall be entitled, without prejudice to any other right or remedy, to suspend all further deliveries to Buyer without notice and/or to charge interest on any amount overdue at the applicable statutory default interest rate or, if none, at the rate of 10% per annum compounding daily.  
5.6 **SET OFFS:** Neither the purchaser nor any affiliated company or assignee shall have the right to claim compensation or to set off any claims against any amounts which become payable to the company under the Contract or otherwise.  
6. **RETURN OF TITLE**  
6.1 Goods shall remain Supplier's property until Buyer has made full and unconditional payment to Supplier of all sums due to it in respect of the Goods.  
6.2 Until payment in full by Buyer, Goods shall be held by Buyer as bailee for Supplier and will be kept, unaltered and in good condition (at no cost to Supplier) separately from all other goods of Buyer or any third party in such a way that they remain readily identifiable as Supplier's property.  
6.3 If payment becomes overdue, or on the occurrence of any termination event referred to in Condition 12 below, Supplier may, where permitted by law, and after giving notice to Buyer, enter upon any premises in Buyer's control where Supplier reasonably believes Goods to be, or otherwise take action, to recover Goods.  
7. **INTELLECTUAL PROPERTY**  
7.1 Supplier shall retain all right, title and interest in and to, and possession of, any know-how, technical information, drawings, specifications or documents, ideas, concepts, methods, processes, techniques and inventions developed or created by or on behalf of Supplier and supplied by Supplier under any Contract. All such information shall be kept confidential by Buyer and shall not be disclosed to any third party unless and until the same is or becomes public knowledge nor shall any such information be used by Buyer for any purpose other than for the purpose of using any Goods supplied under the Contract without Supplier's prior written consent.  
7.2 Ownership is retained by Supplier of any patent, copyright, trade secret, design right or other intellectual property right in or relating to the Supply and Buyer shall acquire no rights in or over such intellectual property rights save as expressly set out herein including, but not limited to, any technical information, know-how, drawings and specifications supplied by Supplier or relating to the Supply.  
7.3 Supplier's trademarks and names and those of its associated companies shall not be used otherwise than as applied by Supplier to Goods, Services or associated documentation.  
8. **WARRANTY**  
8.1 In respect of supply of Goods comprising equipment and related components, spares and parts:  
The contractual warranty on the Equipment is 12 months from the date of shipment of the Equipment and is conditional upon receipt of full payment for said Equipment.  
Supplier hereby undertakes to repair or replace at Supplier's option, or to arrange repair or replacement by Supplier's representative of, any Goods supplied to Buyer if a defect in materials or workmanship arises under conditions of normal use and maintenance (fair wear and tear, and consumables excepted) provided that (i) the Goods were purchased and used for a purpose for which they were suitable, (ii) were operated and maintained in accordance with the operating instructions; (iii) unless otherwise agreed by Supplier, in writing, the defect occurs within twelve months from the date of shipment of the Goods and (iv) Condition 8.4 is satisfied.  
Any repaired or replaced Goods will continue to be warranted for the unexpired period of the warranty referred to in Condition 8.1 A above.  
C. Supplier may charge Buyer for the cost of shipping Goods to and from a Supplier service centre if the Goods to be repaired or replaced are located in a country in which Supplier does not have a service centre.  
8.2 In respect of supply of Services:  
The contractual warranty on services is 6 months from the date of completion of said Service and is conditional upon receipt of full payment for said Equipment.  
A. Services shall be performed in a work-efficient manner using reasonable skill and care and in accordance with Supplier's service policy and practice. Unless otherwise agreed in advance, Supplier shall provide such Services, including repair and replacement as are in Supplier's reasonable opinion necessary in order to provide the Service.  
B. If subsequent to the performance of Services failure or breakdown (fair wear and tear and consumables excepted) occurs: (a) during the warranty period notified to Buyer at the time the Services are performed (or if no such period is notified to Buyer, and unless otherwise agreed, within 90 days of the date that the Services are completed); (b) during normal usage; and (c) shown by Buyer to Supplier's reasonable satisfaction (after a

reasonable opportunity for Supplier to inspect the allegedly defective Services and to review documentation pertinent to the failure or breakdown) to have been caused by Supplier's failure to perform the Services in accordance with this Condition; Supplier, at its option, shall correct or re-perform the Service or replace the serviced product or refund the cost of the Services; provided that: (i) the failure or breakdown was not caused, or contributed to, by Buyer's act or omission, breach of contract, negligence, process reactions, excessive process build ups or accidents or by Buyer's failure to observe Supplier's recommended maintenance schedules and activities; and (ii) Condition 8.4 is satisfied.  
C. Except as expressly warranted above, Services are provided "as is" and Buyer assumes the entire risk as to the results of the Services. Nothing stated in these Conditions implies that the operation of any serviced product will be uninterrupted or error free or that error will be corrected. Other written or oral statements by Supplier, its representatives, or others do not constitute warranties of Supplier.  
8.3 The following provisions must be satisfied in respect of all claims under Conditions 8.1 and 8.2: a) the claim must first be notified promptly in writing to Supplier; b) the Goods or any serviced product must not have been repaired or modified by anyone other than Supplier or at Supplier's direction; c) in the case of equipment and related components, spares and parts not of Supplier's own manufacture, unless otherwise required by law, Supplier's responsibility shall be limited to passing on to Buyer the benefit of any guarantee or warranty given to Supplier by the manufacturer of such Goods or part; d) in the case of a replacement, Buyer returns at its cost the defective Goods to Supplier within 10 days of delivery of the replacement Goods by Supplier; e) the defect does not arise from Buyer's specification or instructions; and g) Buyer has paid the purchase price in full or paid in accordance with agreed payment schedule.  
8.4 Supplier may satisfy Supplier liability under this Condition 8 by reducing the purchase price or refunding the purchase price and retaking the Goods or issuing a credit note.  
8.5 Except as expressly warranted above, all warranties, conditions and other terms implied by statute or common law (save for the conditions implied as to title by Section 12 of the Sale of Goods Act 1979) are to the fullest extent permitted by law, excluded.  
9. **LIABILITY AND INDEMNIFICATION**  
9.1 Subject to Condition 8, the following provisions set out the entire liability of Supplier (including any liability for the acts or omissions of its employees, agents, or subcontractors) to Buyer in respect of: (a) any breach of these Conditions; or (b) any representation, statement or tortious act or omission, including negligence, arising under or in connection with these Conditions.  
9.2 Nothing in these Conditions excludes or limits the liability of Supplier for: (a) death or personal injury caused by Supplier's negligence or (b) fraudulent misrepresentation; or (c) physical damage to property to the extent that it results from breach of Contract or Supplier's negligence in connection with the performance of the Contract, subject to an overall limit of the amount received by Supplier from Buyer under the Contract.  
9.3 Subject to Conditions 8.5 and 9.2:  
(i) Supplier shall have no liability in: contract; (ii) tort (including negligence or breach of statutory duty); (iii) misrepresentation; (iv) restitution or otherwise arising in connection with the performance or contemplated performance of these Conditions; and  
(v) personal injury (so far as not caused by Supplier's negligence); (ii) damage to tangible property (so far as not caused by Supplier's negligence); (iii) pure economic loss; (iv) loss of profit; (v) loss of business; (vi) depletion of good will or otherwise, in each case whether direct, indirect or consequential; or (vii) any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with these Conditions.  
9.4 No action or suit shall be brought by Buyer against Supplier for damages arising out of the purchase, manufacture, use, delivery (including late delivery), or transportation of Goods, whether such suit or action is for breach of contract, breach of warranty, tort or otherwise, unless such action is commenced within one year after the date of action has accrued. No suit, action or claim shall be made or filed against Supplier by Buyer unless Buyer has paid at the time the claim is made, or the suit or action is filed, the entire purchase price or all instalments thereof, in strict accordance with the terms of these Conditions, and failure to make such payment shall be an absolute defence to any such suit, action or claim. If Buyer fails to perform any of its obligations pursuant to these Conditions, Buyer shall pay Supplier all costs and expenses incurred by Supplier, including all attorney's fees, in enforcing Supplier's rights relating to such obligation, whether by formal proceedings or otherwise, in addition to any other remedy available to Supplier.  
9.5 Conditions 8, 9.2 and 9.3 shall not limit or keep indemnified Supplier from and against any costs, claims, demands, liabilities, damages or losses and all interest, penalties and legal and other professional costs and expenses arising out of or in connection with Buyer's use of Goods or Buyer supplying Goods to any party who is not a party to these Conditions and the Goods' subsequent use. This indemnity shall cover (but is not limited to) Supplier's liability in respect of third parties arising out of the use or sale of the Goods, except to the extent caused by Supplier's negligence.  
9.6 Nuclear Liability: In the event that the equipment sold hereunder is to be used in a nuclear facility, the Purchaser and/or Owner of the facility hereby releases and agrees to indemnify the Company and its suppliers for any nuclear damage, occurring on site or off-site, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due in whole or in part to the negligence or otherwise of the Company or its suppliers.  
10. **FORCE MAJEURE**  
10.1 Supplier and Buyer shall be liable for failures in performance, including delay or non-shipment, resulting from acts or events beyond its reasonable control.  
10.2 In the event of such delay, the date of shipment or performance shall, at the request of Supplier, be deferred for a period equal to the time lost by reason of the delay and otherwise for a reasonable time.  
11. **CANCELLATION**  
11.1 No Contract may be cancelled or altered by Buyer except with Supplier's written agreement and upon terms and conditions acceptable to Supplier.  
11.2 Unless otherwise agreed in writing, should Buyer cancel any Contract, Buyer shall be liable for the costs of all work done and materials purchased or provided up to the time of cancellation plus a charge for overhead and loss of profit. If Goods have been shipped to Buyer, Buyer shall return the Goods promptly, at Buyer's expense, to Supplier in the same condition as shipped.  
12. **TERMINATION**  
12.1 If Buyer commits any act of bankruptcy or, being a company, has a receiver appointed or an administration order made against it or goes into liquidation or if a similar event occurs under applicable insolvency laws (except for the purpose of reconstruction or amalgamation) then all sums due to Supplier under the Contract shall immediately become due and payable and Supplier may, notwithstanding any previous waiver, terminate the Contract forthwith by written notice.  
12.2 Supplier may terminate the Contract with immediate effect in the event of a failure by Buyer to comply with any material provision of these Conditions if the failure continues for more than 14 days after Buyer has been given written notice of such failure.  
12.3 Termination shall be without prejudice to any prior right of either party.  
13. **MISCELLANEOUS**  
13.1 Buyer may neither assign nor transfer any or all of its rights under the Contract without the prior written consent of Supplier.  
13.2 Save as expressly provided, no term or provision of these Conditions shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).  
13.3 No waiver by either party of any breach of any of these Conditions by the other party shall be deemed to constitute a waiver of any other breach nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy hereunder operate as a waiver thereof. A waiver given by one party hereunder shall be binding upon such party only if in writing and signed by such party.  
13.4 All drawings, descriptive matter, technical specifications, capacities, performance rates, descriptions and other particulars given in respect of Goods (whether in catalogues or advertisements or accompanying or referred to in the Contract) are stated by Supplier in good faith based on Supplier's experience as being correct within acceptable tolerances but are not binding in detail and do not form part of the Contract unless specifically stated to do so. Unless agreed otherwise in writing, it is Buyer's responsibility to ensure that Goods are sufficient and suitable for Buyer's purposes.  
13.5 Buyer hereby acknowledges that relevant safety and training literature relating to the Goods and Services will be supplied by Supplier to Buyer free of charge and may be photocopied by Buyer as required. Buyer shall be fully responsible for the implementation of the contents of all safety and training literature provided by Supplier. Buyer shall ensure persons who use, maintain or otherwise handle Goods or receive Services receive adequate safety and training literature.  
13.6 Notwithstanding anything to the contrary in these Conditions, Supplier's maximum liability under or in respect of the Contract (subject to applicable law in the case of death or personal injury caused by Supplier's negligence or fraudulent misrepresentation) shall be subject to an overall limit of the amount received by Supplier from Buyer under the Contract.  
13.7 All environments at Buyer's premises and all Goods returned to Supplier must be free from risks to health and safety (save to the extent notified to Supplier in writing and specifically accepted by Supplier). Supplier may decline, without penalty, to provide Services or work in any environment in which, in Supplier's opinion, the risks to health and safety are not managed by Buyer in a manner satisfactory to Supplier. Buyer shall afford Supplier the opportunity to conduct a risk assessment to assess such risks.  
14. **GOVERNING LAW AND DISPUTE RESOLUTION**  
14.1 The Contract shall be governed by and construed in accordance with the laws of France.  
14.2 Buyer and Supplier agree that the courts of Lille (France) shall have the exclusive jurisdiction to settle any disputes, which may arise in connection with the Contract.  
14.3 Supplier shall have the option to bring suit before the Courts of the domicile of Buyer when the claim is for or less than the payment due from Buyer.  
15. **VIOLATIONS OF LAWS:** The company shall not be bound by or required to adhere to any term or provision of a purchase order, quotation, bid, letter of credit or like document or any provision of law regulation or custom, which would cause the Company, its parent or any of its affiliates to be in violation of or fail to comply with the export laws, trade embargoes or restrictions or regulatory wherein the goods are manufactured or from which they are exported or are otherwise subject to jurisdiction.

