

EXHIBIT A

GENERAL TERMS

1. Parties and Contract. “Agreement” means the purchase order or other contract of which these General Terms form a part, together with all other exhibits, appendices, attachments, addenda and other documents identified therein and made a part thereof. “Seller” means the party identified as the supplier of Goods and Services in the purchase order or other contract of which these General Terms form a part, and “Buyer” means the Air Liquide affiliate that is identified therein in the "shipping address" block. “Goods” and “Services” means the goods and/or services identified (under “Description” or otherwise) in the purchase order or other contract of which these General Terms form a part. Seller and Buyer are each referred to herein individually as a “Party” and collectively as the “Parties.” The Agreement creates a merchants’ contract for sale of goods and/or services between Seller and Buyer. Neither the Agreement nor any part thereof shall be or create a requirements contract or an output contract and neither Party shall be obligated to deal exclusively with the other. All terms and conditions in any Seller’s quote, proposal, invoice, shipping document or other writing (other than Open Price Term (if applicable, then as defined in Paragraph 2 below), taxes due, proposed price adjustments (if applicable and accepted by Buyer), and Seller’s actual shipping costs), whether or not pre-printed or signed by Buyer’s agent, employee, or representative, are specifically disclaimed and shall not constitute a part of the Agreement for any purpose. Seller’s acknowledgement, shipment or performance under the Agreement, or any part thereof, will constitute acceptance by Seller of all terms and conditions of the Agreement without reservation.

2. Purchase Price and Payment. Buyer’s payment shall be due to Seller no earlier than sixty (60) days after the later of the date Buyer receives and accepts the final shipment of Goods and/or completion of Services or Seller’s invoice therefore (or if an invoice is erroneous, the date Buyer receives the corrected invoice). Seller shall include the valid, applicable Buyer purchase order number on all invoices. Any invoices without a valid purchase order number will not be processed. Any cash discount period specified in the Agreement shall begin on the same date. Prices specified in the Agreement are firm, except as modified by any applicable cash discount and the following conditions: (a) Buyer shall receive the benefit of any general reduction in Seller’s prices prior to delivery of Goods or performance of Services under the Agreement; (b) in no event shall Buyer be charged higher prices than Seller’s other similar customers who take delivery of equivalent goods or services in substantially the same amounts; (c) if the Parties have expressly agreed to price escalation in the Agreement, Buyer shall not be subject to price increases effective after the specified delivery date for Goods and/or completion date for Services. If no price is specified in the Agreement, Seller’s price will be the last price quoted to Buyer, or the lowest prevailing market price on the date accepted by Buyer, whichever is lower (“Open Price Term”). All invoices must be accurate, match Buyer’s orders and contain the applicable purchase order number and item number. All taxes due in connection with Goods and Services purchased shall be shown as a separate line item on Seller’s invoice to Buyer. Any vendor’s and/or mechanic’s and materialman’s lien in favor of Seller shall be automatically released as of the date of Buyer’s payment. If Buyer reasonably questions or disputes the accuracy of any invoice, Buyer has the right to withhold payment of the entire invoice pending Buyer’s verification of the actual payment then due and payable. Buyer has the right to audit Seller’s records pertaining to invoices for three (3) years following the date thereof. If errors are discovered during such audit, Seller shall refund to Buyer excess amounts paid and pay for the cost of the audit. Without waiver or limitation of Buyer’s rights or remedies, Buyer may, at its option, credit or setoff any amounts owed by Seller to Buyer against amounts owing by Buyer to Seller.

3. Change Orders. Buyer shall have the right to make written changes to the specifications for Goods and Services that have not yet been delivered or performed. No substitutions of materials, extra services or charges of any kind, or other change to the Goods or Services will be allowed unless authorized in writing by an authorized representative of Buyer. If the Agreement calls for custom fabrication of Goods, then any change, extra, or deletion ordered in writing by Buyer prior to the goods’ fabrication shall be implemented by Seller as an amendment hereto, and the Parties shall execute a written agreement specifying the nature and specifics of the change and applicable price adjustment in advance of the changed work (“Change Order Adjustment”). If the Parties fail to execute such a written Change Order Adjustment in advance, Seller shall propose a commercially reasonable price adjustment in regard to Buyer’s change order, subject to Buyer’s approval, but where Seller’s work is increased, the price increase shall be no greater than Seller’s actual cost of such increased work plus a fee equal to ten percent (10%) of such increased work cost. Provided that Seller’s proposed price adjustment complies with the preceding sentence, Buyer’s payment of Seller’s invoice reflecting the proposed price adjustment shall constitute Buyer’s approval of such price adjustment.

4. Delivery, Inspection, Acceptance or Return. Goods shall be shipped FCA (Incoterms 2010) to Buyer's facility at the "ship to" address specified in the Agreement or to destination(s) agreed to by both Parties. All shipments and shipping documents must include the applicable purchase order number and item number. Risk of loss shall be borne by Seller until such Goods are delivered to the specified "ship to" address. Seller shall insure Goods shipped for their full replacement value and pack goods in a manner reasonably adequate to avoid damage in transit. Seller shall promptly replace Goods damaged due to improper packing or marking and pay for return shipping costs of such Goods. Bills of lading showing full routing, car number, and other customary data for the shipment of Goods should be dated and mailed at the time of shipment. Packing, handling, loading, and drayage costs are included in Seller's price and Buyer will pay no additional charge therefor. Upon Buyer's instruction, Seller shall prepay actual, reasonable costs for shipping of Goods (using, if applicable, Buyer's designated shipper) and add such costs to Buyer's invoice. Invoiced transportation charges (reflecting Seller's actual cost net of all rebates and discounts) must have attached thereto the original receipted transportation bills and, in the case of consolidated carload shipments, must show weight and rate. A separate invoice must be made for each shipping destination, showing the destination shipped to and how shipped. Charges incurred on shipments to incorrect locations will be borne by Seller and, if invoiced, will not be paid. Seller shall coordinate the delivery and/or performance of Goods and Services at Buyer's work site(s) in a manner that is efficient and timely for the progress of the overall project and that does not interfere with other work occurring at such site. In the absence of a specified date for shipment or performance in the Agreement, the time for Seller's shipment or performance shall be a reasonable time, not to exceed thirty (30) days from the date Buyer gave Seller the order for the Goods and Services.

Seller shall deliver to Buyer any and all information requested by Buyer that is pertinent to the Agreement, including Seller's purchase order numbers and the names and telephone numbers of subcontractors and manufacturers supplying materials, components, and/or services for completion of the Goods and Services. Buyer may contact any of such subcontractors and manufacturers to ascertain their progress and/or to expedite completion of the Goods and Services. All Goods and Services purchased from Seller are subject to Buyer's right of inspection and approval. Buyer's agents may inspect the Goods and Services in progress at any time and be granted access to all portions of Seller's facilities and Seller's subcontractors' and manufacturers' facilities in which the Goods and Services are being manufactured, assembled or performed, but such inspection shall not constitute an acceptance of any Good or Service (and such inspection shall not disrupt work in progress and may be subject to commercially reasonable confidential treatment). Seller shall secure all necessary authorizations for Buyer to exercise the foregoing inspection rights. Buyer's failure to inspect Goods and Services in process shall not constitute a waiver of its right to inspect Goods and Services prior to Buyer's acceptance thereof. Buyer's expediting, inspection or witness of testing, or lack of inspection or witnessing of testing, or lack of response to notice of testing shall in no way release Seller from any obligations under the Agreement. Seller shall keep in separate accounts a full, accurate, and careful record of all labor employed in connection with its subcontractors' and manufacturers' manufacture, assembly or performance of the Goods and Services.

Buyer's payment of the purchase price for the Goods and Services shall not indicate Buyer's acceptance thereof. On all Goods rejected for non-conformance or for which acceptance is revoked by Buyer, and all Goods delivered in error (including goods in excess of the quantity ordered by Buyer), Seller shall retrieve such Goods upon notice from Buyer and if it does not do so within a reasonable time, Buyer reserves the right to return such Goods by any reasonable means. Seller shall refund any purchase price paid by Buyer for such returned Goods and reimburse Buyer for loading, shipping and/or related costs incurred in the delivery and return thereof. Buyer shall have no liability for any damage, destruction or other loss during return of any such Goods. The foregoing shall not limit Buyer's remedies upon receipt of non-conforming Goods.

5. Force Majeure. If Seller's provision of Goods and Services is impaired by Force Majeure, then upon prompt oral notice to Buyer with written notice no later than five (5) days following such Force Majeure event, then Seller's performance will be excused without liability to the extent and for the period due to such event; provided, however, that Seller shall promptly resume and expedite performance when such period ends. If Buyer's ability to receive, accept, or use Goods and Services is impaired by Force Majeure, then upon prompt oral notice to Seller with written notice no later than five (5) days following such Force Majeure event, Buyer's performance will be excused without liability to the extent and for the period due to such event; provided, however, that Buyer shall promptly resume performance when such period ends. If Seller's performance is impaired by reason of Force Majeure for more than thirty (30) days, then Buyer may at its option cancel any portion of the Agreement or the Agreement in its entirety and such cancellation shall be without penalty or liability for the Buyer. "Force Majeure" means an unavoidable casualty that is unforeseeable at

the time of commencing this Agreement and is beyond the reasonable control of the Party affected (but excluding labor disputes, availability of parts and raw materials, and economic or financial difficulties). In the event of a Force Majeure, Seller agrees to use reasonable measures to expedite the provision of Goods and Services. In order to minimize the impact of business disruptions on Buyer, whether due to Force Majeure or otherwise, Seller agrees to maintain documented procedures for responding to business disruptions and recovering, resuming, and restoring to a pre-defined level of operation following such disruptions.

6. Cancellation for Cause. Without prejudice to any other rights and remedies (and, in Buyer's case, without demand on Seller to provide adequate assurance of performance), Buyer and Seller shall each have the right to cancel the Agreement in its entirety or any portion thereof without penalty or liability, except for Goods received and accepted and Services performed and accepted, upon the occurrence of any of the following events of default and notice to the other Party of such cancellation: (a) a material breach of or default under any of the terms, obligations, covenants, representations, or conditions of the Agreement by the other Party, including time of delivery or completion of Goods and Services, which is not waived in writing by the non-defaulting Party and which is not cured by the defaulting Party within thirty (30) days after receipt of notice from the non-defaulting Party of such breach or default; or (b) the other Party is declared insolvent or bankrupt or makes an assignment for the benefit of creditors or a receiver is appointed. Without prejudice to any other rights and remedies (and without demand on Seller to provide adequate assurance of performance), Buyer shall have the right to cancel the Agreement in its entirety or any portion thereof without penalty or liability, except for Goods received and accepted and Services performed and accepted, upon the occurrence of any of the following events of default and notice to the Seller of such cancellation: (x) in the event it becomes apparent in Buyer's reasonable judgment that Seller's delivery or completion of the Goods and Services cannot be accomplished within the specified time; (y) Seller, or all or substantially all of Seller's assets are sold, conveyed, or otherwise transferred; or (z) there is a change of control of Seller. Upon Buyer's cancellation under this Paragraph 6, Buyer may: (a) at its option purchase all or part of the non-delivered Goods and Services elsewhere or otherwise complete the cancelled Agreement or portion thereof by any reasonable means, and Seller shall be responsible for any additional costs incurred by Buyer in accomplishing this completion; (b) require that Goods in progress or completed but unshipped Goods be assigned and delivered immediately by Seller to Buyer by the most rapid means of transportation available, with any additional costs of shipment to be at Seller's sole expense; and/or (c) retain any monies owed to Seller for work completed prior to cancellation of the Agreement or portion thereof to offset additional expenses that Buyer anticipates incurring to complete performance or damages that Buyer anticipates incurring as a result of Seller's default.

7. Buyer's Right to Cancel Portions of an Order for Convenience. At any time, Buyer may at its option and upon oral, telephonic, or facsimile notice to Seller cancel any portion of an order that constitutes part of the Agreement, without cause, without penalty or liability, except that Buyer shall be obligated to pay for Goods and Services accepted prior to cancellation at the price set forth in the Agreement. If the Agreement includes an order for Goods manufactured or fabricated to Buyer's specifications (or specifications prepared by Seller for Buyer), upon receipt of notice of cancellation, Seller shall stop all performance hereunder except as otherwise directed by Buyer and, if Seller is not in default, Buyer shall pay to Seller a cancellation fee equal to the sum of: (a) the agreed unit prices for the Goods and Services completed pursuant to the Agreement up to the date Seller is notified of cancellation; (b) the actual costs incurred by Seller directly in connection with unfinished Goods and Services pursuant to the Agreement up to the date Seller is notified of cancellation; (c) six percent (6%) of the costs referred to in clause (b) above in lieu of profit, and (d) such other costs, including reasonable third party cancellation charges under subcontracts, as Buyer may approve, provided, however, that under no circumstances shall the cancellation fee under this paragraph exceed the total price applicable to the cancelled portion of the Agreement. Upon payment of the cancellation fee, title to any unshipped Goods identified to the cancelled portion of the Agreement, whether or not completed, shall pass to Buyer. Seller shall follow Buyer's instructions for shipment, at Buyer's expense, of such unshipped goods.

8. Confidentiality. All non-public information furnished to Seller by Buyer, directly or indirectly, pursuant to Seller's provision of Goods and Services, together with any notes, summaries, reports, analyses, designs, data or other material derived therefrom or developed as a result of Seller's access to such information (collectively, "Confidential Information"): (i) shall be owned exclusively by the Buyer; (ii) shall be subject to return or destruction promptly upon Buyer's demand; (iii) shall be held in strict confidence by Seller and not disclosed to any third party without the prior written consent of Buyer; (iv) shall be used for the limited purpose of carrying out its obligations under the Agreement and for no other purpose; and (v) shall be disclosed only to those employees of Seller who are directly engaged in the performance of this Agreement and who have been advised of the restrictions upon duplication, use and disclosure contained herein. If this Agreement is for Goods or Services for which Buyer furnishes the design and/or specifications, in whole or in part, Seller hereby conveys and assigns to Buyer (a) all its right, title and interest in and to any

inventions, improvements, discoveries, drawings, data and knowledge (whether covering processes, formulae, designs, techniques, assembly, manufacture or otherwise and whether patentable or not patentable) conceived or first reduced to practice in connection with such Goods and/or Services and (b) a world-wide, perpetual, royalty-free, transferable, irrevocable and fully paid-up right and license (with right to sublicense) to utilize any patents, inventions, data, knowledge and/or intellectual property of Seller, or any of its subcontractors hereunder, which are incorporated in or utilized in connection with the Goods and Services. Seller agrees to execute and deliver all such documents and instruments as Buyer may, from time to time hereafter, reasonably require in order to give effect to Buyer's rights under this Section (and Seller will promptly disclose to Buyer in writing any rights acquired under this Section). Nothing contained herein shall transfer ownership of or constitute a license to any of Buyer's intellectual property or Confidential Information except as expressly set forth herein.

9. Representations and Warranties. Seller represents and warrants to Buyer that: (a) Seller is the sole owner and rightfully transfers good and marketable title to all Goods under this Agreement, free from any security interest or other lien or encumbrance of any third party; (b) all Goods and Services (i) conform to their description in the Agreement, (ii) with regard to all Goods, are new, (iii) are free from all defects in design, workmanship, and material and (iv) if Buyer has designated plans and/or technical specifications for the Goods and Services, are in strict compliance therewith; (c) all Goods and Services and the sale or use of them do not infringe, directly or indirectly, upon any intellectual property right; (d) all Goods provided by Seller under the Agreement will be functionally equivalent to and interchangeable with any other Goods provided by Seller to perform the same task regardless of whether there have been any under, and all Goods and Services have been or will be provided by Seller to Buyer in changes made by Seller in the technology or fabrication of such Goods; (e) Seller is aware of and fully informed of its responsibilities compliance with, all Laws (as defined below); and (f) the price for Goods and Services charged hereunder is in compliance with Laws. "Laws" means all health, safety, employment, environmental, and other federal, state, or local laws, statutes, ordinances, codes, rules, regulations, licenses, permits, authorizations, decisions, orders, injunctions, or decrees, domestic or foreign, applicable to the Parties and the Goods and Services that are the subject of the Agreement, including, but not limited to, regulations of OSHA, FDA and EPA and Laws applicable to Goods and Services necessary, in whole or in part, for the performance of one or more contracts between a contractor and the United States of America (which laws are incorporated by reference herein). The foregoing warranties are in addition to, and shall not be construed as restricting or limiting, any warranties of Seller, express or implied or by operation of law, and shall extend to Buyer, its Affiliates and to the owner of any facility in which the Goods and Services are used, installed or integrated by Buyer. An "Affiliate" means any entity owned, in whole or in part, by L'Air Liquide, SA or under its direct or indirect control. Without limiting Buyer's remedies at law or in equity for breach of any Seller's warranty, Seller agrees, for a period of two (2) years after the Goods are placed into operation and/or the Services are completed, upon Buyer's request and option, at Seller's cost either to replace or repair any good and/or re-perform any service without cost if such Goods or Services failed to comply with any of the warranties herein. Seller shall exercise due diligence and best efforts to respond to Buyer's warranty claims. All warranties, indemnities, and remedies for default with respect to the Agreement or any transaction thereunder shall survive delivery, inspection, testing, payment or acceptance of Goods and Services by Buyer and expiration or cancellation of the Agreement or any portion thereof. If any Goods or Service purchased hereunder involves a patent, copyright, trademark, or proprietary information, Buyer is hereby granted a permanent, non-exclusive license to use the same without additional charge.

10. Government Contracting. Buyer hereby notifies Seller that the Goods and Services hereunder may be necessary, in whole or in part, for the performance of one or more contracts between Buyer and the United States of America. **Seller shall, to the extent they apply, 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, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.** Buyer or its Affiliate is a federal contractor subject to Executive Order 11246, Section 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and Section 503 of the Rehabilitation Act of 1973, as amended. As such Buyer is committed to taking positive steps to implement the employment-related aspects of Buyer's equal employment opportunity policy. It is Buyer's policy to take affirmative action to employ, advance in employment, and otherwise treat qualified minorities, females, protected veterans, and individuals with disabilities without regard to their race/ethnicity, sex, sexual orientation, gender identity, veteran status, or disability. Pursuant to 41 CFR §§ 60-300.44(f)(1)(ii) and 741.44(f)(1)(ii), Buyer hereby notifies Seller of Buyer's policy related to its affirmative action efforts and requests appropriate action on Seller's part. If an OFCCP Supplement to Contracts and Purchase Orders is attached hereto, (i) Seller shall sign and return to Buyer the certifications included therein and (ii) such provisions shall automatically become a part of and

supplement the Agreement, but neither the absence nor presence of such attachment shall limit the foregoing representations and warranties of Seller.

11. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER AGREES TO PAY, DISCHARGE AND HOLD HARMLESS, DEFEND AND INDEMNIFY BUYER AND ITS AFFILIATES FROM ALL LIENS, CLAIMS, DAMAGES, SUITS (INCLUDING LEGAL FEES AND OTHER EXPENSES INCIDENT THERETO), JUDGMENTS, AWARDS AND LIABILITY, WHETHER GROUNDLESS OR NOT, THAT ARISE OUT OF OR RELATE TO THE AGREEMENT OR THE GOODS AND SERVICES PROVIDED UNDER THE AGREEMENT (COLLECTIVELY, “CLAIMS”), INCLUDING, BUT NOT LIMITED TO, CLAIMS: (a) BY SUBCONTRACTORS, MATERIALMEN, SUPPLIERS, LABORERS AND OTHERS RELATING TO THE PAYMENT FOR GOODS AND SERVICES PROVIDED PURSUANT TO THE AGREEMENT OR ANY PORTION OR COMPONENT THEREOF (“PAYMENTS”); (b) BY AN INDIVIDUAL OR ENTITY ON ACCOUNT OF ANY DAMAGE TO PROPERTY OR INJURY (INCLUDING DEATH) TO PERSONS (INCLUDING ANY DAMAGE OR INJURY TO THE PROPERTY OR PERSON OF ANY EMPLOYEE OF SELLER OR BUYER); OR (c) FOR BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR OBLIGATION OF SELLER HEREUNDER. Seller shall, whenever Buyer requests, furnish Buyer with proof satisfactory to Buyer that all Payments have been made and deliver executed lien releases, in form and substance reasonably satisfactory to Buyer, from Seller and its subcontractors and suppliers. Buyer shall also have the right, at its option, to pay directly to any individual or entity any Payment due or to become due from Seller. Such payments shall be, at Buyer’s option, credited against amounts owed to Seller or reimbursed by Seller without delay. Seller assumes all risks of damage or injury to Seller’s own property or person from whatever cause.

12. Independent Contractor. Seller is an independent contractor under the Agreement and not an agent or employee of, or partner or joint venturer with, Buyer. Seller bears all of the rights, obligations, and liabilities applicable to it as an independent contractor and employer of its personnel in accordance with all Laws, including exclusive liability for payroll taxes, workers’ compensation, and contributions for unemployment insurance, old age pensions, or annuities. If Buyer pays any of said taxes or contributions, Seller shall promptly reimburse Buyer for same. **Subject to the requirements set forth in this Agreement, the provision and performance of all Goods and Services shall be under the exclusive control and direction of Seller.** None of Seller’s personnel shall be considered an employee or agent of Buyer and Buyer does not have the right to direct Seller’s personnel as to the details of their activities in performing any service hereunder. Prior to the commencement of any Services at any Buyer or Buyer’s customer’s work site, Seller shall obtain and maintain (or cause to be obtained and maintained) adequate insurance for personnel and the Services being performed, including, if insurance requirements are specified in the Agreement, insurance meeting such requirements and, upon Buyer’s request, execute Buyer’s form of hold harmless, indemnity and insurance requirements agreement.

13. Ethical Conduct: Seller confirms that is has carefully reviewed and will ensure that Seller’s personnel adhere to the principles set forth in Buyer’s Corporate Social Responsibility attached hereto as Exhibit B. Failure to comply with this provision may constitute a default giving rise to termination.

14. Anti-Corruption.

a. No Tolerance: Buyer has a zero tolerance policy towards bribery and corruption. Seller and its affiliates, subcontractors, suppliers, agents, intermediaries, and it and their respective directors, officers, employees, partners, owners and principals (collectively, “Related Parties”) will comply with all applicable anti-bribery and anti-corruption laws and regulations including the U.S. Foreign Corrupt Practices Act of 1977, as amended (collectively, “Anti-Corruption Laws”). The U.S. Foreign Corrupt Practices Act of 1977 prohibits corrupt payments in the form of cash, checks, wire transfers, tangible and intangible gifts, favors, services, and those entertainment and travel expenses that go beyond what is reasonable and customary and of modest value to: (i) an executive, official, employee or agent of a governmental department, agency or instrumentality (e.g., wholly or partially government-owned or -controlled company or business); (ii) a political party or official thereof, or candidate for political office; or (iii) an executive, official, employee or agent of a public international organization (collectively, “Government Officials”) to influence any act, decision or failure to act by a Government Official in his or her official capacity or to secure an improper advantage; in order to obtain, retain, or direct business.

b. Compliance: Seller represents and warrants to Buyer that it is now in compliance with Anti-Corruption Laws, and will remain in compliance with such laws; that it will not authorize, offer or make payments directly or indirectly to any Government Official that would result in a violation of the Anti-Corruption Laws; and that no part of the payments received by it from Buyer will be used for any purpose that could constitute a violation of Anti-Corruption Laws.

c. No Government Officials: Seller represents to Buyer that Seller and its Related Parties are not Government Officials. Seller agrees that if Seller or its Related Parties become a Government Official, then Seller will

promptly notify Buyer in writing.

d. **Disclosure Obligation:** Seller agrees that: (a) should it learn or have reason to know of any payment or transfer (or any offer or promise to pay or transfer) by it or its Related Parties that would violate Anti-Corruption Laws, it shall immediately report in writing to Buyer details of any breach or potential breach of Anti-Corruption Laws; (b) it shall ensure and monitor compliance with Anti-Corruption Laws; and (c) it shall make clear, in its dealings connected to Buyer, that its Related Parties are required to act, and are acting, in accordance with Anti-Corruption Laws.

e. **Payment Withholding - Termination Right - Inspection Right:** Notwithstanding any other provisions to the contrary set forth in this Agreement, Buyer may withhold payments under this Agreement and/or suspend or terminate this Agreement, without limiting any other right, without liability and without notice or at any time upon learning information giving it a reasonable belief that Seller or any Related Parties may have violated, or may have caused Buyer to violate Anti-Corruption Laws.

15. **Audit.** Based on reasonable belief, Seller shall permit Buyer or a third party appointed by Buyer to inspect, audit and make copies of any relevant books and records of Seller and/or Related Parties. Buyer shall have the right at any reasonable time to inspect Seller's books, records, receipts, correspondence, and accounts insofar as they related to matters covered by the Agreement, including compliance with the provisions of this paragraph, and Seller agrees to preserve such materials and documents for at least three (3) years after delivery of the Goods and Services.

16. General Provisions.

The laws of the state of Texas shall govern the Agreement, without regard to its choice of law provisions. The courts located in Harris County, Texas shall have exclusive jurisdiction over any claim relating to the Agreement and THE PARTIES WAIVE VENUE IN ANY OTHER VENUE OR JURISDICTION.

Seller shall not assign the Agreement, any portion thereof, or any moneys due or to become due thereunder without Buyer's prior written consent. Any attempted assignment without Buyer's consent shall be void.

Seller will hold in strict confidence and not disclose to any person, without the prior written consent of Buyer, any provision of the Agreement (including, but not limited to, pricing information) and any information provided by Buyer to Seller in furtherance of the Agreement, including procedures for operation of Buyer's facilities (all of which has been developed exclusively for Buyer's use and is furnished to Seller for informational purposes only). The Parties must mutually agree upon any press release mentioning the Agreement. Seller may not use Buyer's name in any advertisement, publicity releases, referrals, sales solicitation, or otherwise without Buyer's prior written consent.

The rights and remedies of Buyer as set forth herein are in addition to all other rights and remedies of Buyer provided by law or equity. Nothing in the Agreement shall be deemed to (a) limit or alter the measure of damages recoverable by Buyer under applicable law, (b) make any remedy of Buyer exclusive of any other remedies permitted by law or in equity, (c) limit or exclude Buyer's damages, including, without limitation, cost of cover, consequential, incidental, or punitive damages and lost profits, or (d) limit Buyer's remedies to return of Goods ordered and Seller's repayment to Buyer of the price therefore, or to Seller's repair and/or replacement of nonconforming Goods. Any failure by Buyer to enforce the provisions of the Agreement, or to require compliance with any of its terms shall in no way affect the validity of the Agreement and shall not be deemed a waiver of Buyer's right thereafter to enforce any and each provision of the Agreement. Late payment shall not be considered a material breach of the Agreement.

The Agreement constitutes the entire agreement between the Parties, and supersedes all other agreements, proposals, discussions, and correspondence, whether oral or written and regardless when made, including without limitation Seller's acknowledgements or invoices, all of which were provided for informational purposes only. Any references to Seller's quotation, bid document, or proposal are for information or clarification purposes only and do not constitute acceptance of any term, condition, or instruction contained in such quotation, bid document or invoice. If Seller has executed or at any time in the future executes a hold harmless, indemnity and insurance requirements agreement for benefit of Buyer or any of its affiliates, such agreement is expressly incorporated by reference herein and shall be for the benefit of Buyer (and any term in this Exhibit A that is inconsistent therewith shall be expressly superseded thereby). The Agreement may not be modified, or any term or condition therein cancelled, waived, or excepted to, and Buyer will not pay extra compensation thereunder, except by a written amendment signed by an authorized representative of both Buyer and Seller (subject to the last sentence of Paragraph 1 of this Exhibit A), and the Agreement shall not be modified by trade custom, trade usage, past performance, or course of dealing. Except as explicitly stated in the Agreement, the Agreement is for benefit of the Parties and not for any other or third party. Although the Agreement is substantially drafted by one Party, the Agreement will not be more strictly construed against either Party.

If any provision is in violation of or prohibited by any Law such provision shall be of no force or effect to the extent of such violation or prohibition without invalidating any other provision of the Agreement.

Anything that may be called for in the specifications and not shown on the drawings, or shown on the drawings, and not called for in the specifications, shall be considered to be called for on both. In the event of any ambiguities, express conflicts, or discrepancies in the Agreement, Seller shall immediately notify Buyer and shall comply with the written instructions of Buyer to resolve the matter.

Time is of the essence in the performance of all the terms of the Agreement.

EXHIBIT B

CORPORATE SOCIAL RESPONSIBILITY (CSR) CLAUSE

Air Liquide is committed to respecting human and labor rights and legislation towards protecting the environment and is giving more and more importance to the ability of its suppliers to accompany Air Liquide with its Sustainability policy.

1. Supplier Code of Conduct

Air Liquide “Supplier Code of Conduct” is available on the Air Liquide Website at the following URL <https://www.airliquide.com/group/our-suppliers>. Air Liquide expects the Supplier to conduct business responsibly, with integrity and transparency, and requests the Supplier to comply with the rules of such “Supplier Code of Conduct”. The Supplier undertakes to comply with and will ensure compliance with the “Supplier Code of Conduct” by all of the Supplier’s employees and subcontractors.

2. CORPORATE SOCIAL RESPONSIBILITY (CSR)

2.1 If applicable, the Supplier undertakes to put in place, during the duration of this Agreement an action plan in order to:

- register the number of their employees and the number of those entering and leaving, in each facility;
- register the number of lost-time accidents and the number of non-lost time accidents and the accident frequency rate of employees, subcontractors and temporary workers;
- measure and optimize water and energy consumption;
- measure and optimize greenhouse gas (GHG) emissions;
- measure and reduce the atmospheric discharge of nitrogen oxide (NO_x), sulfur oxide (SO_x), and Volatile Organic Compounds (VOC);
- measure and reduce the discharge into water of oxidizable matter and suspended solids;
- ...

2.2 If applicable, the Supplier agrees to be evaluated at its own costs on its CSR performances by Air Liquide or by a third party appointed by Air Liquide.

If the global score obtained is below or equal to 24/100:

- The supplier undertakes to put in place within 1 month a Corrective Action Plan. After a period of 12 months, the Supplier undertakes to be reevaluated by Air Liquide or by a third party appointed by Air Liquide, at its own costs

If the global score obtained is between 25/100 and 44/100:

- The supplier undertakes to put in place a Corrective Action Plan. After a period of 3 years, the Supplier undertakes to be reevaluated by Air Liquide or by a third party appointed by Air Liquide, at its own costs

3. For the sake of clarity, a violation of one of the commitments contained in this article by the Supplier or any of its subcontractors, shall be considered as a material breach to this Agreement, which may give rise to termination at Air Liquide’s sole discretion.