

Rentals/Loss of Equipment: Customer agrees to return all cylinders and equipment promptly when empty to point of delivery. Customer agrees to pay MacCARB, Inc. a monthly or annual cylinder rent based on cylinders in their possession. The Customer shall pay prompt for loss or damage to any cylinder or fittings resulting from any cause while in the control or possession of Customer. Loss of use fees are billed at MacCARB's then applicable rates.

Taxes: The prices set forth are in some cases exclusive of any amount of federal, state and/or local excise, sales, use, property, retailer's occupation, gross receipts or similar taxes which may be imposed upon this transaction. If any such excluded tax is determined to be applicable, the prices set forth herein shall be increased by the amount of such tax. In the event the Customer claims exemption from such taxes, a properly completed exemption certificate, which will be acceptable to the appropriate taxing authorities, must be provided. Should such certificate be found invalid upon audit, the Customer agrees to bear the burden of any interest and penalties assessed.

Finance Charges: Any invoices beyond Customers net credit terms will accrue interest at one and one-half percent (1-1/2% or maximum permitted by law) on all invoices not paid within Customers net credit terms. Finance charges subject to change without notice. Accounts past due on their credit terms may be put on credit hold until payment is received and/or sent to collections.

Warranty: MacCARB, Inc. warrants only that the equipment delivered by it shall be free from defects in material and workmanship and carbon dioxide sold hereunder shall meet or exceed the standards of quality and purity for carbon dioxide established by ISBT for beverage grade carbon dioxide. If the Customer fails to notify MacCARB, Inc. of any nonconforming goods within (30) days, Customer shall have no remedy. MacCARB, Inc. makes no warranties, expressed or implied, except as expressly stated in this agreement. MacCARB, Inc. does not warrant that the products sold under this agreement are fit for any particular purpose or are merchantable.

Return/Refund Policy: If Customer returns any gas product within (30) days of purchase with the protective seal over valve in place and not tampered with MacCARB, Inc. will provide Customer with a refund less MacCARB's applicable restocking and pick up fees. Title to all product sold remains in MacCARB's name until product is paid in full, and in accordance with MacCARB's credit/payment terms. All credits issued will be applied to Customer's account to be used toward future transactions with MacCARB Inc. or until account has been closed.

Credit/Payment Terms: Prepayment is required on all new installs and/or on your first product delivery unless credit terms are determined prior to delivery. Credit terms will be determined by your completed credit application, which can take up to 5 business days to process. We will treat all information that you submit as confidential. However, processing of your account may include submitting your information to 3rd parties such as your bank, credit reporting agencies and/or other agencies we may use to validate identity and/or credit history, and/or reviewing credit or similar reports on your business and its principals by these 3rd parties. All accounts without a completed or approved credit application will be set up as a prepay & deposit account. MacCARB Inc. reserves the right to change credit terms at any time. Notification will be sent to communicate credit/payment terms. Payments are accepted via check or credit card free of service charge. Drivers/delivery personnel do not accept payment at point-of-delivery. All payments are to be made to MacCARB corporate office in person, mail, phone or via Bill.com. Automatic payment options are available with signed automatic deduction form from MacCARB.

Delivery/Pick Up Fees: Customer agrees to pay a delivery and/or pick up fee for each gas delivery in addition to gas/product purchased (unless contracted otherwise). Standard or contracted rates will apply for deliveries unless the Customer has requested a rush delivery fee or special requested delivery, which the Customer will be charged an additional delivery fee based on the time frame needed for the delivery. Temporary/fuel surcharges may also apply to orders due to market conditions. All delivery & gas fees are subject to change without notice.

Service Fees: Customer requesting a service visit for repairs or installs of equipment shall be charged for travel and service time plus any parts or repairs needed. If Customer is under contract with MacCARB and the repairs are made to MacCARB leased equipment, service fees may be included in our warranty (see above) or contract. All fees subject to change without notice.

Change Of Ownership/Closing Of Business/Cancellation of Service: Please contact MacCARB as soon as possible with any change of ownership, business closing information or cancellation of service. Lost equipment fees will be charged for equipment not returned after close of business, cancellation of service or if new owner has not signed up for new service with MacCARB within 30 days of change of ownership. Any outstanding invoices will need to be settled prior to close of business, change of ownership or cancellation of service. Credits will only be issued when all invoices are paid, equipment is returned and/or new owner has signed up for service with MacCARB. Customer may cancel service with MacCARB Inc. at any time unless under contract with MacCARB Inc. Please refer to your customer signed contract for details on cancellation, contracted dates and early termination fees.

**CERTIFICATE OF INSURANCE FROM CUSTOMER IS NEEDED FOR ALL BULK ACCOUNTS.
Updated 4/2017**