

## Special Terms and Conditions for **Rental Packages**

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1. **Rental Conditions:** Rental charges are due for our packages from the 1st day (date of delivery note) and cylinder up to and including the date of receipt of the respective cylinder at our premises. The rental charge is based on the type of container and identified in a separate quotation. From the 181<sup>st</sup> day on, the rental charge is increased. The following types of packages are to be distinguished:

|                                       | <u>Type</u>   |
|---------------------------------------|---|
| Rental cylinders refrigerant          | 10K,14F,14K,27F,27K,50K,52F,52K,79F,79K   |
| Rental cylinders other gases          | 10,10ALU,10F,14,14F,20,20F,27,27F,50,50ALU,50F,52,52F,67,75,79,79F,127,127F           |
| Pallet cages / cylinder, drum pallets | FLAPAL,FASSPAL  |
| Roof pallets, reinforced              | DACHPAL   |
| Returnable packages 1000 litres       | 1000IBC   |
| Frame for cylinder bundels            | BUENDEL   |
| Rental cylinders stainless steel      | 79ES,127ES  |
| Rental drums                          | 150,400,400K,800,800K,900,900F,900K   |
| Rental drums 1680 litres              | TCO   |
| Rental drums high pressure            | 900HD   |
| Rental drums stainless steel          | 400ES,800ES,900ES   |
| Rental drums coated                   | 900BES  |
| Empty delivered rent cylinders        | 10ANL,10REC,14ANL,14REC,27ANL,27REC,50ANL,50REC,52ANL,52REC,79ANL,79REC,127ANL,127REC |
| Empty delivered rent drums            | 400ANL,400REC,800ANL,800REC,900ANL,900REC   |

The rental charge may be charged at any time; it then is due without deduction and delay. The rental charges can be changed for future periods even during current rental contracts. The change is effected by notification to the customer. The notification is valid when posting from our company may be evidenced.

2. **Return:** Packages are to be treated carefully and kept clean. On their return, the value of missing or damaged parts of the rental packages or pallet cages/ pallets will be invoiced to the customer according to the respective report of the filling plants. For packages, which are returned with product not completely used up to residual pressure and expired official inspection deadline, we will discharge the residual quantity. Relating costs have to be refunded by the customer. Rental packages have to be returned with defined residual pressure (generally 1 to 3 bars).
3. **Rental period and security:** The obligation of the customer to pay rental charges does not end until the return of the packages or pallet cages / cylinder pallets to our premises. The customer is, however, entitled to terminate the rental contract by means of a written declaration to our company (e.g. in the event of loss or take-over of rented article). The customer is then obligated to provide us with a security/deposit for the rented article. The value of the deposit is equivalent to the value of replacement at the time of the above-mentioned declaration. This deposit may also be charged if the customer does not return or is unable to return the rented article after termination of the rental contract by GHC. The replacement value is calculated in accordance to the value when new less a reasonable deduction for an age-related decrease in value at the time of invoicing. Our company shall retain title to the rented article. Any further obligation to pay the rental charges shall lapse with receipt of the above-mentioned deposit. If packages or pallet cages / cylinder pallets are retrieved after such a declaration of the customer, the customer shall remain entitled and obligated to return them. Furthermore, the customer is obligated to pay rentals for the additional rental period, but limited to the value of the deposit provided, which is then offset. For return, the provisions of clause 2 shall apply additionally.
4. **Return of product:** Upon return of unused, full packages of product, a credit note can be issued if packages are sealed, providing the product can still be used and the inspection deadline of the packages has not yet expired. The conditions of the return have to be negotiated prior to shipment.
5. **Further use:** The rental packages shall be used by the customer for the withdrawal of product supplied by GHC only. Any other use is strictly prohibited. The possibility of any contamination with residues from customer's processes has to be eliminated by design. If contamination of the container cannot be avoided, please contact the respective GHC office. Recycling- and process-cylinders are intended for single charge by the customer only and have to be returned to GHC after usage. If products are delivered with an overlay of inert gas according to their specification, the customer is not allowed to put on an overlay of inert gas of more than 3 bar gauge pressure. The temperature of the container may not be increased above 50 °C. Do not heat with open flames. The working pressure must not exceed the lower value of two thirds of the lowest test pressure which is designated for the product in the packing instructions applicable to dangerous goods, and the saturation vapour pressure of the pure product resulting at a temperature of 50 °C.
6. **Return shipment:** The return shipment of rental packages as well as shipment of customer's own packages to GHC for filling purposes shall always be carried out free of any charge for GHC.