

AIR PRODUCTS GENERAL CONDITIONS OF PURCHASE FOR SERVICES

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1. Definitions

In this Agreement the following words shall have the definition now ascribed to them:

1.1 "Buyer" means Air Products Plc (AP) or such other party as may be named in the Purchase Order Contract.

1.2 "Seller" means the person to whom the Purchase Order is addressed.

1.3 "Services" means the subject of the Purchase Order and the works expertise, technical advice, and assistance provided to the Buyer in pursuit of this Agreement.

1.4 "Personnel" means the persons who are to be assigned by the Seller to perform the Services in pursuit of this Agreement.

1.5 "Affiliate" means a company which, directly or indirectly is either:

1.5.1 controlled by either the Buyer or Seller, or

1.5.2 controls either the Buyer or Seller; or

1.5.3 is controlled by a company which either is controlled by, or controls, either the Buyer or Seller.

1.6 "Contract Documentation" means all drawings, information, specifications and other similar information to be specified in the Purchase Order Contract.

1.7 "Work" and "Services" are interchangeable and shall have the same meaning.

1.8 "Purchase Order" means the formal purchase order which has a unique order number and is the formal document which records and communicates the agreed requirements and terms of purchase. The purchase order number must be shown on all related documentation, including invoices.

2. Purpose

Subject to and in accordance with the provisions of this Agreement and the Purchase Order, the Buyer hereby orders and the Seller hereby agrees to perform the Services in return for the remuneration referred to in Article 3.

3. Remuneration & Terms of Payment

3.1 The Price shown within the Purchase Order is the maximum price payable for the Service provided by the Seller. The Price shall be adjusted for agreed changes to the Scope of Service. The Buyer shall be entitled to deduct from any monies due or becoming due to the Seller in respect of the cost of any services rendered by the Buyer to the Seller which form part of the Seller's Scope of Service.

3.2 The price shall be paid against an agreed payment schedule which shall be based on the Contract Schedule agreed between the Seller and the Buyer as detailed in the Purchase Order.

4. Quality of Services

4.1 Seller warrants that the Services shall be provided to the highest professional standards and to the Buyer's satisfaction by the Personnel, all of whom will be qualified and competent with experience and expertise in their various individual tasks to be performed in providing the Services.

4.2 In addition to all other rights of the Buyer under this Agreement and at law, the Buyer may require the Seller, to remove from all involvement with the Services any of the Personnel who, in the Buyer's reasonable opinion, are unsuitable for whatever reason.

4.3 If the Buyer exercises its right under Article 4.2 the Seller shall, as soon as possible, and at no cost to the Buyer, remove the Personnel in question and, if the Buyer so requires, promptly provide suitable replacement(s).

5. Liability

5.1 Seller shall bear, and shall indemnify the Buyer and its Affiliates, against all liability in contract, tort (including negligence) and otherwise for all claims in connection directly or indirectly, with the performance or non-performance of the Services by the Seller.

5.2 Without prejudice to Buyer's rights under this Agreement and at law and at no cost to the Buyer, the Seller shall re-perform promptly each part of the Services which in the Buyer's reasonable opinion is not in accordance with the Seller's warranty under Article 4.1.

6. Attendance on Site

6.1 Where attendance at the Buyer's site is defined in the Purchase Order, the Seller shall ensure that the Personnel have all proper protective and safety attire and abide by all safety and other instructions given by the Buyer's representative at the site.

7. Reports

7.1 Seller shall submit reports and provide the Contract Documentation to the Buyer in accordance with the contract requirements and as otherwise required by the Buyer during performance of the Services.

8. Precedence of Contract Documents

The following shall be the order of precedence of the Contract Documents:

8.1 The Purchase Order Contract, including referenced specifications and documents.

8.2 These Conditions

8.3 Any advised Special Conditions of Contract.

9. Termination

9.1 If the Seller fails to perform any of its obligations under this Agreement or any associated Purchase Order, the Buyer may terminate this Agreement by notice to the Seller in writing.

9.2 If the Buyer wishes to suspend or terminate this Agreement, in whole or in part, for any reason whatsoever, it may do so by giving written notice to the Seller.

9.3 If this Agreement has been suspended under Article 9.2 the Buyer may, at any time, give the Seller seven (7) days' notice that performance of this Agreement is to recommence. The Seller shall take all steps necessary to ensure such notice is complied with.

10. Sub-Contracting & Assignment

Seller shall not assign, sub-contract or sub-let the whole or any part of this Agreement or the Services to any other entity without the prior written approval of the Buyer and any assignment, subcontracting or sub-letting which is permitted shall not relieve Seller of any of its duties and obligations under this Agreement or at law in respect of the Services so assigned, sub-contracted or sub-let or otherwise.

11. Non Waiver or Rights and Approval

11.1 The failure by the Buyer to enforce any of its rights under this agreement shall not constitute a waiver by, of such (or any other of its) rights under this Agreement.

11.2 Any express or implied approval of any act, omission, writing or utterance by or for the Seller or any assignee, subcontractor or sub-lessee of the Seller, shall not relieve the Seller of any of its responsibilities, liabilities or obligations arising, directly or indirectly, in connection with this Agreement.

12. Additional Services

12.1 At any time, the Buyer may issue an instruction to the Seller proposing a variation to the Services ("Variation").

12.2 After receipt of each Variation, and within such time as the Buyer may stipulate, the Seller shall deliver to the Buyer a statement of the effect such Variation will have on Contract Price and the delivery schedule.

12.3 Seller shall not implement any Variation until the Buyer, after receipt of the statement referred to in Article 12.2, has authorised such implementation.

12.4 If the implementation of a Variation is authorised by the Buyer and if, as part of such Variation, the Contract Price is amended (increased or decreased) then, on the giving of authorisation under Article 12.3, the Purchase Order shall be amended accordingly.

13. Confidential Information

13.1 For the term of this Agreement, and for ten (10) years thereafter, all information of the Buyer which comes into the possession of the Seller in connection with this Agreement (whether marked as confidential or not) shall be treated by the Seller as confidential and shall not be disclosed by the Seller to any third party or used by the Seller without the prior written consent of the Buyer.

13.2 Article 13.1 shall not apply to Information which:

13.2.1 at the time of or after its disclosure by the Buyer to the Seller is already known to or possessed by the Seller through a source other than a member of the Air Products group; or

13.2.2 after its disclosure by the Buyer to the Seller is disclosed to Seller by a third party who, in making such disclosure, is not acting in breach of any undertaking of secrecy to any member of the Air Products group.

13.3 Title to all things which are deliverable to the Buyer under this Agreement shall pass to the Buyer on the earlier of delivery to the Buyer or payment, in whole or part, by the Buyer to the Seller

14. Proprietary Rights

14.1 Proprietary Rights in all documents, presentations, outputs, photographs, data and all other information relating the provision of the Services shall vest in the Buyer.

15. Complete Agreement

15.1 This Agreement constitutes the entire agreement between the Buyer and the Seller in respect of the Services. The Buyer and the Seller agree that they have not relied upon and will not seek to rely upon any representations or statements, written or oral, other than those appearing in this Agreement.

15.2 No amendment of this Agreement shall be valid unless and until agreed in writing and signed by the Buyer and the Seller.

16. Law

The contract shall be construed, interpreted and performed in accordance with the laws of England and the Seller and the Buyer hereby agree to submit to the exclusive jurisdiction law of the courts in England.

17. Bankruptcy & Insolvency

17.1 If the Seller becomes bankrupt or insolvent, having a receiving order made against him, or is carrying on his business under an administrative receiver for the benefit of his creditors, the Buyer will be at liberty at his option to terminate the contract forthwith by notice in writing to the Seller or to the administrative receiver. If the Buyer exercises its power to terminate the Contract under this Article he will be entitled to enter the Seller's premises and, notwithstanding any lien, take possession of and remove therefrom the Documentation and other items associated with the Contract in their current state of completion which are or have become the property of the Buyer pursuant to the Contract. The Buyer will pay or allow the Seller any amount of the value of the Documentation which has become the property of and is in possession of the Buyer.

17.2 The Buyer shall be at liberty as an alternative to termination in accordance with article 9.0 to give to such administrative receiver the option of carrying out the Services subject to providing Buyer with a financial guarantee satisfactory to Buyer for the due and faithful performance of the Contract up to the amount to be agreed

18. Publicity

The Seller shall not permit the name of the Buyer to be used nor any information about the Service to appear without the Buyer's prior written consent.

19. Code of Conduct

Seller agrees to abide by Buyer's Code of Conduct in its dealings with Buyer. The Buyer's Code of Conduct is available for review by accessing www.airproducts.com/codeofconduct.

20. Statutory Requirements

Supplier and the personnel shall comply with all applicable national and local laws, rules and regulations and shall further comply with the Buyer's Site and general corporate rules, regulations and procedures in relations and procedures and working routines.

21. Insurance

The Seller shall have in force the following insurance's which shall indemnify the Buyer against any claim for which the Seller may be legally liable under the Contract.

- Employers Common Liability Insurance and Workmen's Compensation.
- Public Liability insurance for minimum sum insured U.S. Dollar 1,000,000 per occurrence.

And as applicable:

- Professional Indemnity Insurance for the minimum sum insured U.S. Dollar 1,000,000 per occurrence.
- Insurance of the Works (CAR) Insurance with a Sum Insured US\$50,000-00

22. Sufficiency of the Offer

The Seller shall be deemed to have examined the Scope of Service and Conditions of Contract relating to the performance of the Service and shall warrant its full understanding of all the requirements and responsibilities therein. The Seller will be deemed to have satisfied itself as to the correctness and sufficiency of any priced offer made to the Buyer.

23. Language

All communications between the Seller and the Buyer in accordance with the Purchase Order shall be English.

24. Force Majeure

Any delays in or failure of performance by either party (Buyer or Seller) shall not constitute default hereunder or give rise to any claims for damages or adjustment to the Contract Price if and to the extent, caused by occurrences beyond the reasonable control of the party affected, including, but not limited to, acts or compliance with acts of governmental authority, acts of God or public enemy, explosion, fire, storm, lightning, earthquake, flood, drought, strike, lockout or other labour dispute, riot or civil disorder, sabotage, blockage or embargo, war or armed conflict (whether declared or undeclared). The party affected shall give notice to the other promptly from the commencement of such force majeure event and shall keep the other informed of action taken to terminate such event.

25. Taxes, Duties & Levies

The Seller shall in the execution of the Purchase Order conform with the provision of and give all notices and pay all fees, taxes, levies and other charges required to be given or paid. This shall include the cost of compliance with all relevant ordinances, regulations, laws or byelaws. Import duties relating to the importation of all materials and equipment associated with the execution of the Purchase Order shall be borne by the Seller.

Approved by

PH Callingham

Director, Energy & Materials, Europe

April, 2007