



Special Terms & Conditions of Sale - Helium-3

All orders are accepted and shipped strictly subject to these *Special Terms & Conditions - Helium-3* ("the goods") unless otherwise specifically waived or subordinated in writing by an authorized representative of ISO FLEX USA ("Company").

Basis of Measurement and Billing

ISO FLEX USA adheres to the International Union of Pure and Applied Chemistry (IUPAC) definition for Standard Temperature and Pressure in all fill procedures. In accordance with IUPAC, Standard Temperature and Pressure is 0 °C (32 °F) and an absolute pressure of 100 kPa (14.504 psi or 0.986 atm or 1 bar). All fill procedures, and the basis for invoicing, shall be implemented on the basis of the IUPAC Standard Temperature and Pressure definition.

Filling of Customer-Supplied Cylinders

By providing Customer-owned cylinders and valves, Customer certifies them to be fully serviceable and leak-proof subject to reasonable care and handling by Company during the filling procedure.

End User Statement

U.S. Department of Commerce, Bureau of Industry and Security, [Form BIS-711](#), entitled *Statement by Ultimate Consignee and Purchaser*, must be submitted with every Purchase Order accepted by Company.

Acceptance of Shipments

Customer shall physically inspect delivered cylinder and valve within two working days of receipt. Failure to notify Company in writing of any observed damage, defect or confirmed leakage by the third business day following delivery as noted on the delivery receipt shall constitute acceptance of the goods by Customer.

Certificate of Analysis and Safety Data Sheet (SDS)

Each Helium-3 shipment is accompanied by a Certificate of Analysis containing information provided to Company by its manufacturers. Information contained in the Certificate of Analysis is specific to the actual lot shipped and is not a general specification. A Safety Data Sheet prepared by Company's technical staff and based upon knowledge and information deemed correct is also supplied with the order shipping documents.

Helium-3 Cylinder Fill Certificate and Customer Verification

Each completed order is shipped with a completed, signed, original *Helium-3 Cylinder Fill Certificate* confirming all pertinent data relating to Customer, order quantity, and cylinder before/after weight and pressure data. Customer is strongly advised to examine Cylinder Fill Certificate and to report any apparent discrepancies indicated thereon *before* opening cylinder valve. If there is any doubt with regard to cylinder fill quantity as reported in Cylinder Fill Certificate and actual contents of cylinder, Customer is advised to carefully remove the valve plug and connect its own pressure gauge and compare cylinder pressure, noting room temperature against Conversion Table on the reverse of the Fill Certificate. In the event of any unacceptable tolerance, and before reporting same to Company, the following steps must be implemented immediately: i) cylinder valve should immediately be closed; ii) Customer pressure gauge removed; and CGA-580 valve plug replaced. Absent delivering a full written report of steps taken to verify delivered quantity and closing and replacing cylinder plug following confirmation of unacceptable fill tolerance within three business days of receipt of goods as noted on the delivery receipt, any claims of product under-shipment will be rejected by Company.

Pricing, Shipping Charges, Taxes and Duties:

Prices are subject to change without notice. Any quoted prices shall remain valid for 30 days from date of quotation. Quoted prices include the cost of the Helium-3, including valve and cylinder when supplied by Company; delivery and insurance; CIP basis (Carriage and Insurance Paid to named destination— INCOTERMS 2000) unless otherwise noted in writing and confirmed by acceptance of Buyer's Purchase Order. Quoted prices do not include applicable federal, state or local taxes, nor import duties or related import charges of any kind. Such charges, whether collected and paid by Company, or paid directly by the Customer, are in addition to quoted prices and remain the responsibility of the Customer.

Shipment Method and Adequacy of Customer Facilities

All orders are shipped via air courier, unless otherwise specified. Customer is required to provide specific instructions relating to the person or department responsible for receiving the shipment. The Customer shall ensure that adequate and safe facilities and procedures exist for receipt of the products at its premises. The Customer warrants to Company that the site where it intends to use the products is suitable in all respects for the intended use and is licensed and approved in accordance with any applicable or relevant local and national regulations. Customer shall not delay delivery or refuse to accept delivery. In case of unreasonable delay on the part of Customer, Company may at its option cancel Customer's Purchase Order. All quoted shipment dates are approximate and subject to delays beyond the reasonable control of Company. Failure by Company to satisfactorily meet scheduled deliveries, or any other delivery issue or event beyond Company's reasonable control, shall not give rise to any liability on the part of Company. In no event shall Company be liable for consequential or other damages for any delay in delivery.

Cylinders, Valves and Packing

Cylinders and valves supplied by Company are certified as "non-leaking" at the time of shipment. Cylinders and valves supplied by Customer are assumed to be "non-leaking" at the time of receipt by Company and shall not be subject to any additional post-fill leakage certification by Company. Company's sole responsibility on completion of the fill procedure when filling Customer cylinder is to securely close and plug the valve. Packaging shall be done in a manner consistent with protecting the goods in transit.

Payment and Impairment of Credit

Net payment in United States dollars (USD), unless otherwise specified in writing, is due thirty (30) days from date of goods delivery as indicated by the air courier delivery receipt unless otherwise stipulated in writing. Interest at the rate of 10% per annum shall be charged from the 31st day following delivery on any outstanding balances, to date of receipt of good funds in Company's bank account. Customer shall be liable for any costs of collection incurred by Company, including reasonable attorneys' fees. Company reserves the right to demand cash in advance on any sales. Customer acknowledges that Company shall retain a valid and enforceable lien interest on all goods delivered until payment in good funds has been received.

Hazards

Customer represents and warrants to Company that: (a) it is fully aware of any health and safety hazards associated with the handling of compressed Helium-3; (b) it has in place the necessary industrial hygiene systems and controls to protect its employees from any related health and safety hazards; and (c) it understands and acknowledges applicable government regulations and the need to adequately warn its employees of any health and safety hazards associated with compressed Helium-3.

Warranty Matters

Company warrants to Customer, for a period of three (3) business following receipt of goods by Customer ("the Warranty Period"), that its products meet the specifications described in the Certificate of Analysis accompanying the shipment and that the quantity shipped is consistent with the accompanying Helium-3 Cylinder Fill certificate. Company does not guarantee any end-use results for the delivered goods. All claims against Company for errors, defects, contamination or quantity shortage must be made by Customer in writing (email accepted) during the Warranty Period. Any claims not satisfying this condition shall be deemed waived. Obligations of Company, if any, shall be limited to replacing defective materials, or allowing credit, at Company's option, provided Company receives prompt notice in writing within the

Warranty Period, and, if required by Company, returns the goods to Company. No claim will be allowed by Company for any goods claimed by the Customer to be defective or unsuitable unless Company is permitted to examine the delivered product before final use or processing by Customer. All errors, defects, damaged materials or shortage in quantity received and claimed by Customer must be confirmed by Company inspection. In the event Company and Customer are unable to reach an amicable solution to Customer's claim, the goods in question may be examined by a third party acceptable to both Company and Customer, whose opinion shall be conclusive for purposes of perfecting or rejecting Customer's claim. Goods returned without written permission of Company will not be accepted for credit and will be returned freight collect to Customer. Company shall have the right to remedy such defects at such time or times as may be reasonable. Customer's exclusive remedy, for any cause or claim whatsoever, including but not limited to alleged breach of warranty, product liability, negligence, or otherwise, shall be for money damages in an amount not to exceed the purchase price paid by Customer for the product with respect to which the claim is made. In no event shall Company be liable for special, incidental or consequential damages, whether Customer's claim is in contract, for negligence, strict liability or otherwise. In consideration of the sale of the product to Customer, which sale Company would not otherwise make, Customer agrees to indemnify and hold Company harmless from all claims, expenses, losses and liability of any nature whatsoever arising out of the Customer's purchase, handling and/or use of the goods, whether used alone or in combination with any other substance.

Dispute Resolution

In accepting a quotation and subsequent delivery of Helium-3 from Company, Customer agrees that any unresolved controversy or claim arising out of or relating to such quotation and subsequent delivery, or other alleged breach or failure on the part of Company, shall be settled by binding arbitration conducted in San Francisco, California, USA, unless otherwise agreed in writing between the parties. Arbitration shall be conducted in accordance with, and by a single arbitrator appointed pursuant to, the Rules of the American Arbitration Association in effect at the time. Discovery pursuant to California Code of Civil Procedure Section 1283.05 shall be available to the parties. Judgment upon an award rendered pursuant thereto shall be binding and final and may be entered in any court having jurisdiction. Such arbitration shall be final and binding and shall be enforceable by judgment of the Superior Court or similar court having jurisdiction. Notwithstanding any provision of the rules or statutes mentioned above to the contrary, the failure of any party to appear at or participate in any hearing or other portion of any arbitration proceeding pursuant to this section shall not prevent any such hearing or proceeding from going forward, and the arbitrator is empowered to make a decision and/or render an award ex parte which shall be binding on that party as though that party had participated fully in the hearing or proceeding. Each party involved in any arbitration proceeding pursuant to this section shall pay its own expenses in connection therewith, plus one-half the cost of conducting the arbitration proceeding.