

## RETURN FOR CREDIT OR REFUND

Products after sale may not be returned for credit without the prior agreement of IOC. Where a return is approved, a restocking cost may be charged. Credit will first be put towards any outstanding debt of the customer and remaining credit will be left in the customer's account towards future purchases. A refund of any credit in an account may be made on the request of the customer.

Where a refund is approved and the original payment was made by credit/debit card, the refund shall be credited to same credit/debit card account. All other refunds shall be made by electronic funds transfer to a customer's bank account. Refunds may not be paid in cash.

## LOSS OF OR DAMAGE TO CYLINDERS

The customer shall be responsible for the safe custody and proper use of cylinders and shall indemnify IOC against their theft from the customer premises.

The customer shall pay to IOC the current replacement cost as specified by IOC for any cylinder lost or destroyed while in the customer's possession or control.

If at any time a customer shall not have in its possession or control the number of cylinders issued to it by IOC (less those returned to IOC), then IOC may treat the number of cylinders of which the customer is so deficient as lost unless the customer can prove otherwise. If a cylinder treated as lost under this clause is eventually found, it shall be returned to IOC and IOC shall repay to the customer any sum paid by the customer for its loss less a sum equal to the annual/monthly charge which would have been paid by the customer for the period during which the cylinder was treated as lost.

The customer shall pay to IOC the cost of repairing or maintaining any cylinder damaged or misused while in the possession or control of the customer.

The customer shall not alter the colour of a cylinder nor remove or replace a valve or valve guard

## HEALTH AND SAFETY

IOC's data and safety sheets are available for customers. It is the customer's responsibility to ensure that products and/or cylinders supplied to them by IOC are used in a manner which does not pose a health or safety risk to any person.

## FORCE MAJEURE

If IOC is prevented wholly or partly from manufacturing or distributing products by its normal

means through circumstances beyond its reasonable control (which includes, but without limitation, industrial disputes, accidents and breakdown of plant and machinery) it may without liability cancel or delay deliveries or reduce the quantities delivered during the period it is affected by such circumstances.

## WARRANTY AND LIABILITY

IOC warrants that the purity of products shall not be less than that specified in the relevant product's specification sheet.

IOC warrants that cylinders shall be suitable for conveying and holding the relevant products and will comply with statutory requirements. This shall apply only within the territory of the Republic of Ireland and cylinders may not be taken or used outside this territory.

All implied warranties and conditions as to quality or description (whether statutory or otherwise) are excluded.

Whilst any recommendation relating to the use of products made by IOC, in its technical literature or in response to specific enquiry, is given in good faith, it is for the customer to satisfy itself that the products are suitable for the purpose for which it intends to use them. No warranty is given as to the suitability of the products for any particular purpose and any implied warranty (whether statutory or otherwise) is excluded.

In no circumstances shall IOC's liability extend to the customer's loss of profits, loss of use or any other consequential or economic loss. Nothing in this clause shall limit or exclude the right of any person to bring a claim against IOC for personal injury or death.

The terms of this clause shall not diminish any statutory consumer rights.

## PRIORITY OF DOCUMENTATION

The supply of products/cylinders shall be governed by these terms and conditions of sale notwithstanding that the customer, for its own administrative convenience in requesting delivery of products to be supplied to it, may issue its standard form of purchase order incorporating printed terms and conditions other than those herein. The customer understands and agrees that such purchase order shall function only as a request for delivery and shall otherwise have no contractual effect, notwithstanding that the purchase order may incorporate other terms and conditions.

## LAW

These terms and conditions shall be subject to the laws of the Republic of Ireland.

# Cylinder Safety Information



**Complete and detailed safety, storage, transportation information is available from:**

**<http://www.irishoxygen.com/en/safety-training>**

**SDS (Safety Data Sheets) for all gases are available from:**

**<http://www.irishoxygen.com/en/safety-datasheets-irish-oxygen>**

The following general practices are recommended for the safe handling and storage of high pressure compressed, liquefied or dissolved gases in cylinders. Additional precautions may be necessary depending upon the category to which a gas belongs (corrosive, toxic, flammable, pyrophoric, oxidant, inert) and the individual properties of the gas and the process in which it is used.

## IDENTIFICATION

All gas cylinders are legibly and durably labelled at the valve end of the cylinder in accordance with UN Globally Harmonized System of Classification and Labelling of Chemicals (GHS), European Union's CLP (Classification, Labelling and Packaging) regulation and the European Agreement on the International Carriage of Dangerous Goods by Road (ADR).

Primary identification is by means of the product name on the label and its corresponding UN and EC numbers. Risks and hazards associated with the product are also detailed on the label.

## SECONDARY AID TO IDENTIFICATION

As a further aid to product identification, the cylinder shoulder is painted with European standard colour coding and signifies the general hazard of the gas contents

Colour Classification By Hazard Property		
Light Green	Inert Gas	
Red	Flammable Gas	

A number of gases have been assigned a specific colour for the cylinder shoulder:

Colour Classification By Specific Gas		
Maroon	Acetylene	
Dark Green	Argon	
Grey	Carbon Dioxide	
Brown	Helium	
Black	Nitrogen	
White	Oxygen	

Cylinder colour only serves as an aid to identification and the primary means of identification should always be by the product label.

## GENERAL

Only trained persons should handle gas cylinders.

Observe all regulations and local requirements regarding the storage of cylinders.

Do not remove or deface labels provided by the supplier for the identification of the cylinder contents.

Ascertain the identity of the gas or gas mixture before using it.

Know and understand the properties and hazards associated with each gas or gas mixture before using it. These can be obtained from the Safety Data Sheet (SDS).

Establish and implement plans to cover any emergency situations that might arise. Always consult the Safety Data Sheet (SDS) of a product before use. Where doubt exists as to the correct handling procedure for a particular gas, contact Irish Oxygen.

Safety Data Sheets (SDS) and other information are available at [www.irishoxygen.com](http://www.irishoxygen.com).

## HANDLING AND USE

Wear suitable gloves.

Inspect cylinders for evidence of damage. Damaged cylinders or cylinders with damaged valves must not be used. Report any such damage to Irish Oxygen.

Use a trolley or other suitable device or technique for transporting heavy cylinders, even for a short distance.

Do not remove valve protection guards from the cylinder.

Wear suitable eye and face protection.

For toxic gases ensure that self-contained positive pressure breathing apparatus or a full face air line respirator is available in the vicinity of the working area.

### TRANSPORT

Always use a dedicated vehicle for transporting cylinders. A private car is not suitable other than in exceptional circumstances when the following simple safety precautions should be taken:

- No smoking
- Check cylinder valves are properly closed
- Ensure cylinder valve guard or cap is fitted
- Remove all equipment connected to cylinders (regulators, hoses, torches, etc)
- Secure cylinders properly to prevent them from moving during the journey
- Go directly to the destination
- Ventilate your vehicle / keep windows open
- Do not leave cylinders inside an unventilated place in the vehicle
- Immediately unload and store in a ventilated place when arriving at destination or if stopping for a longer time

### VALVES AND OUTLET CONNECTIONS

Responsibility rests with the user for understanding and ensuring correct usage of the cylinder valve. Any malfunction or defect, suspected or actual, with the valve must be reported immediately to Irish Oxygen for action. Do not tamper with the cylinder valve in any way whatsoever.

#### **NEVER OIL A VALVE STEM IF IT IS STIFF**

Different threaded valve outlet connections are used to assist segregation of chemically different gases and gas mixtures. It must be emphasized that this means of segregation should at all times be deemed secondary to the identification of the gas or gas mixture by the cylinder label and a proper knowledge of gas or gas mixture properties.

Never permit oil, grease or other combustible substances to come into contact with valves of cylinders containing oxygen or other oxidants.

Keep cylinder valve outlets clean and free from contaminants, particularly oil and water.

Do not subject cylinders to abnormal mechanical shocks which may cause damage to their valves or safety devices.

Never attempt to repair or modify cylinder valves or safety relief devices. Damaged valves should be reported immediately to Irish Oxygen.

Close the cylinder valve whenever gas is not required, even if the cylinder is still connected to equipment.

Replace outlet caps or plugs and cylinder caps (where provided) as soon as the cylinder is disconnected from equipment.

### MEANS OF PRODUCT WITHDRAWAL

Most cylinders contain compressed gases and a valve at top of the cylinder withdraws product in gaseous form. Some cylinders contain liquefiable gases and the valve may be fitted with a dip tube to enable liquid to be withdrawn from the cylinder. Cylinders fitted with product withdrawal devices of this nature are clearly identified.

### STORAGE

Cylinders should be stored in a well ventilated area. Some gases and gas mixtures will require a purpose built area.

Store cylinders in a location free from fire risk and away from sources of heat and ignition. Designate as a 'No Smoking' area.

The storage area should be kept clear and access restricted to authorised personnel only. The area should be clearly marked as a store and appropriate hazard warning signs displayed (flammable, toxic, corrosive etc.).

Cylinders in storage should be properly secured to prevent toppling or rolling. Vertical storage is recommended where the cylinder is designed for this. Cylinder valve protection guard or cap should be in place and properly secured.

Store full and empty cylinders separately and arrange full cylinders so that the oldest stock is used first.

Gas and gas mixture cylinders should be segregated in the storage area according to the various categories (toxic, flammable, oxidant, etc.). Flammable gases and gas mixtures should be stored away from other combustible materials and from oxidant gases and gas mixtures.

Cylinders held in storage should be periodically checked for general condition and leakage.

Never use regulators or control valves with gases other than those for which they are intended.

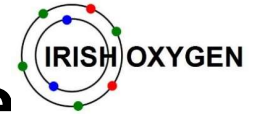
Ensure inlet and outlet pressure gauges are suitable for the pressure of the cylinder and required working pressure. If in doubt consult Irish Oxygen.

This is a guide only and a customer should obtain safety advice from a competent person following a review of the customer's facilities and procedures.

### STORAGE TEMPERATURE

Oxygen (industrial & medical), Air (industrial & medical), Nitrogen, Argon, Carbon dioxide, Helium, Hydrogen Nitrous oxide and mixtures of these gases:  
Donopa:           -20°C to +65°C  
Neophyr:         0°C to +50°C  
                      -10°C to +50°C

# Terms and Conditions of Sale



### DEFINITIONS

"IOC" refers to Irish Oxygen Company Limited, registered in Ireland, No 12371.

"Customer" refers to the person(s) or corporation purchasing from IOC.

"Products" refers to gas or gases in cylinders, welding or other equipment, hydrated lime or any items sold by IOC.

"Cylinders" refers to the gas cylinders, valves, guards and caps in which products are sold to customers.

### OWNERSHIP OF CYLINDERS

Unless otherwise agreed, all cylinders issued remain the property of IOC and customer shall not allow any third party acquire possession or rights in respect of them.

Cylinders are issued on an annual or monthly charge.

All supplies by IOC are for the sole use of the customer and not for re-trading and the customer shall not part with cylinders loaned to it by IOC, nor lend them, or allow them to be refilled or used for any other purpose

Cylinders shall be returned to IOC immediately after the gas has been consumed or within 12 months of receipt whichever is earlier.

Where the annual or monthly charge is not paid within 30 days of notification, the agreement to issue cylinders shall be deemed to be terminated and IOC have the right to collect all cylinders whether full or not. The customer shall not obstruct IOC from collecting its cylinders.

### SALES AND PAYMENTS

All prices are ex-works Cork and the customer is responsible for the safe return of cylinders in good condition, carriage paid to IOC, unless otherwise agreed.

All sales of products shall be on a cash-collect basis and all annual/monthly charges on cylinders shall be secured by a deposit unless an application has been made to open an account by the customer and accepted by IOC.

If a credit account is opened by IOC, the customer shall pay any invoice rendered by IOC before the end of the month following supply of products.

The terms of the European Communities (Late Payment in Commercial Transactions) Regulations 2012 (as amended) shall apply, if any invoice is not paid by the end of the month following supply of products.

If a customer gives a mandate to IOC for direct debit payments, IOC shall be entitled to debit the customer's bank account for all invoices and annual/monthly charges after 10 days have elapsed following sending by ordinary post, by fax, by email or other electronic delivery method.

Deposit shall be repaid to the customer by cheque by IOC within 30 days of the return of all cylinders and the payment of any invoices or annual/monthly charges outstanding.

The commitment on the part of IOC to supply the customer with product and/or cylinders is conditional on IOC being satisfied with the customer's credit worthiness.

### RETENTION OF TITLE

Title to products shall remain in the name of IOC until payment in full has been made. Where payment is made by cheque, credit card, direct debit or any method other than cash, and where the payment is returned unpaid by the bank, then title to the products shall return to IOC exactly as if payment had never been made.

### DELIVERY

If the products are collected by the customer, risk in the products shall pass to the customer when the cylinders have been loaded onto the customer's vehicle at the premises of IOC or their agents.

If IOC or its agents are delivering products to customers, the customer shall arrange for a safe and suitable place for delivery and arrange for all cylinders due for return to be stored at the point. Risk in the products shall pass to the customer when the cylinders are delivered to the customer. IOC shall have no liability for late delivery. If an IOC delivery is made during normal business hours and delayed by more than 20 minutes by the customer, the delivery shall be deemed to be cancelled by the customer and a new delivery shall have to be arranged at extra cost to the customer.