1. OFFER/COUNTEROFFER. These Terms constitute an offer or counter offer by Milwaukee Cylinder to sell Products to Buyer. No additional or different provisions in Buyer's purchase order shall be binding upon Milwaukee Cylinder unless specifically agreed to by Milwaukee Cylinder in writing. Milwaukee Cylinder objects to and rejects any additional or different terms or conditions in any form tendered by Buyer, including expressly rejecting any provisions that dictate that Buyer's terms or any additional or different provisions in Buyer's electronic business documents. Milwaukee Cylinder's failure to object to any provisions or terms from Buyer shall not be a waiver or amendment of any of these Terms.

2. ORDERS. All orders are subject to acceptance by Milwaukee Cylinder. Each accepted order shall constitute a separate legally binding contract between Milwaukee Cylinder and Buyer. Milwaukee Cylinder's acceptance of an order is subject to (a) receipt by Milwaukee Cylinder of a purchase order for the full amount of all orders shall be invoiced at the Prices in effect on the dates the orders were accepted by Milwaukee Cylinder. Prices do not include sales, use, excise, value-added (VAT) or similar taxes, shipping, insurance while in transit, customs duties, import/export fees, or any other fees related to the sale, use and/or delivery of Products (collectively, "Taxes and Fees"). Payment of Taxes and Fees is the responsibility of Buyer. Buyer agrees to pay all Taxes and Fees. Milwaukee Cylinder reserves the right to adjust Prices if Buyer changes the quantities proposed in a quotation.

3. DELIVERY. Unless otherwise set forth in a quotation or agreed to by Milwaukee Cylinder in writing, all Products will be delivered EX-WORKS (EXW) Milwaukee Cylinder's facility (INCOTERMS 2020). Milwaukee Cylinder will make every reasonable effort to fill orders within the stated shipment schedule, but stated delivery dates are approximate only, time is of the essence, and Milwaukee Cylinder reserves the right to adjust shipment schedules without liability to Buyer or any third party. If shipment for Custom Products is delayed or suspended by Buyer, Milwaukee Cylinder may, at its own discretion, suspend or cancel the order. Milwaukee Cylinder may, at its discretion, at any time on which Milwaukee Cylinder was prepared to make delivery and delivery shall be at Buyer's sole risk and expense.

4. CREDIT AND PAYMENTS. All payments shall be made in the currency and time period noted on the applicable invoice, or if not noted, within thirty (30) days of the invoice date. Milwaukee Cylinder reserves the right to withhold delivery of any Products until payment in full has been received in accordance with these Terms and any order to any Person, Company or Agent. Milwaukee Cylinder reserves the right to withhold credit at any time and for any reason. Buyer shall have no right to set off for any amounts due or any other fees related to the sale, use and/or delivery of Products (collectively, "Taxes and Fees"). Payment of Taxes and Fees is the responsibility of Buyer. Buyer agrees to pay all Taxes and Fees. Milwaukee Cylinder reserves the right to adjust Prices if Buyer changes the quantities proposed in a quotation.

5. NON-WARRANTY PRODUCT RETURNS. Subject to certain restrictions and restocking fees, Standard Products may be returned at Buyer's expense to Milwaukee Cylinder after receiving a Return Merchandise Authorization (RMA) from Milwaukee Cylinder. Milwaukee Cylinder's Return Authorization (RMA) Return Policies which are available to Buyer at the time of Buyer's purchase, sale and/or use, as applicable, of Products, including without limitation, all restrictions on the sale or other transfer of Products to prohibited parties, countries, end-users, or for a prohibited end-use. In addition, Buyer shall not directly or indirectly make any offer or promise to improperly influence any agent, government official, political party or candidate for office in order to obtain or retain business or gain inappropriate advantage.

16. GOVERNMENT CONTRACTS. If Buyer sells Products to any government, or to a government prime contractor or subcontractor, Buyer shall be solely and exclusively liable for compliance with all government acquisition statutes and regulations.

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