

**Attachment D dated \_\_\_\_\_ to the Master Terms Agreement**

**Quality Specifications and Additional Terms for Filled Compressed Gas Cylinders**

Capitalized terms not otherwise defined herein shall have the meanings as described in the Master Terms Agreement (the "Agreement" or "MTA").

**Compressed Gas Cylinder Requirements:**

1. Compressed gas cylinders must be in a condition satisfactory to the applicable UTCFS Participating Site and received from the Supplier in the following manner:
  - a. The cylinders shall be (i) new with a date of manufacturing not older than required by applicable law or (ii) recertified by an accredited company, with the date of recertification stamped on the shoulder of the cylinder. Recertified cylinders shall be recertified the earlier of every ten (10) years or as otherwise required by applicable law.
  - b. Internally clean, free from corrosion or other visible damage, such as dents, failing welds, worn threads, or gauge damage.
  - c. Fitted with appropriate cylinder valve assembly and transportation protection (i.e. protective cap, transport cap, discharge and actuation port cap, locking pins, metal sleeving).
  - d. Equipped with adequate vent openings in the caps and an engineered safety device designed to relieve excessive pressure, commonly known as a "safety relief valve" or "burst disc." This requirement shall not apply to containers which hold poisonous gas, where the toxicity of the gas in the cylinder is greater than the hazard of cylinder failure. Any caps and safety relief valves utilized must meet the approval of a national agency, such as the American Society of Mechanical Engineers (ASME) or equivalent and ISO 11117 or equivalent.
  - e. Identifying the direction of the valve outlet at factory/assembly through a sticker or other visual identifier so that the identifier can be seen with the valve cap in place so that the cap does not have to be removed in order to see the valve outlet; or the cylinder is delivered with an attached cape with a viewing port.
  - f. Delivered in vehicles suitable for the load, possessing sufficient means of securing the cylinders, having a separate designated compartment in which to transport the cylinders from the personnel area (cab), which may be by segregation (steel compartment) or open area. Vehicles shall be fitted with the relevant signs indicating that compressed gas is being carried and all requirements set out in applicable transportation regulations must be complied with.

- g. Cylinders shall be transported only in quantities, vehicles and conditions allowed by law or applicable regulation or standard.
- h. Delivered and unloaded by personnel who are trained in the safe handling and transportation of compressed gas, and where required who have applicable licenses/permits, possess suitable mechanical aids to transport the cylinders safely and are familiar with the Material Safety Data Sheets (MSDS) or other applicable data sheets and emergency procedures for the type of gas they are transporting
- i. Unloaded from, the transport vehicles with material handling devices suitable for the weight of the product and otherwise transported in new, suitable, safe and appropriate condition.
- j. Delivered in a secured condition with the valve assembly (transport or protective cap) in place and undamaged and otherwise stored properly prior to shipment. Supplier shall ensure that the cylinders are stored in a defined well ventilated compressed gas cylinder storage area. The storage area must be suitable and sufficient to protect the cylinders from damage and have adequate means to secure/fixate the cylinders bracketed and in an upright position. The storage room shall allow for sufficient space for service/maintenance work.
- k. Labeled (including gas lines and hoses) appropriately, including a warning label indicating the contents and that the product is under pressure. Supplier shall ensure that each cylinder is labeled in a clearly legible and conspicuous form, stating the content of the gas and whether it is hazardous and or toxic and the storage pressure- contained therein, and providing the UTCFS Participating Site with a copy of any restrictions on handling or use. The Supplier shall provide the installation manual to UTCFS or to any applicable installers. Supplier shall ensure that said installers are trainer/certified in handling and installing the cylinders.
- l. In compliance with any applicable UTCFS policies regarding cylinders.

Cylinders delivered not adhering to these criteria will be refused at the cost of the Supplier with no charge to UTCFS.

**Inspection, Rejection:** UTCFS, a UTCFS Participating Site, or their designee, may, at its option, inspect and test all cylinders, at all reasonable times and places, including during manufacture. Supplier shall provide, without additional charge, all reasonable facilities and assistance for such inspections and tests.

All inspection records relating to the cylinders shall be available to a UTCFS Participating Site during the performance of the Release and for such longer periods as specified by a UTCFS Participating Site.

If any cylinders are defective or otherwise not in conformity with UTCFS requirements, including but not limited to, the requirements outlined in this Attachment, UTCFS or its designee may, without financial or other penalty or consequence, including liquidated damages, (i) reject the cylinders in whole or in part and terminate the MTA and rescind the entire agreement if such defect or non-conformity materially affects UTCFS or a UTCFS Participating Site or (ii) reject such cylinders and require the delivery of replacements. Cylinders of replacements shall be accompanied by a written notice specifying that such cylinders are replacements. If Supplier fails to deliver required replacements promptly, the UTCFS Participating Site may (i) replace, obtain or correct such cylinders and charge Supplier the cost incurred by the UTCFS Participating Site as a result, or (ii) terminate the order for cause.

Rejected Deliverables, at UTCFS Participating Site's option, shall be returned to Supplier at Supplier's cost.

**Warranty:** Supplier warrants that the cylinders shall be packaged, marked, labeled and transported in full compliance with all applicable laws and that Supplier shall otherwise comply with all applicable laws, approvals, standards, and regulations with respect to the provision of the cylinders, including, but not limited to, import, export, and environment, health and safety laws and requirements. Supplier also acknowledges the need for qualified persons to handle and deliver the Deliverables and shall ensure that they provide qualified and trained personnel. Supplier shall indemnify, protect, defend and save UTCFS and UTCFS Participating Sites harmless from all suits, claims, loss, damages, liabilities, injuries, costs or expenses (including attorneys fees) arising out of, or caused by, Supplier's breach of warranty, its performance hereof and or any defects in the cylinders. This warranty is in addition to any other warranties or remedies that may be available to UTCFS/ UTCFS Participating Sites under contract, or law, or in equity.