

General Conditions of Sale

Revised October 2024

[IF YOU ARE A CONSUMER PLEASE SEE SECTION VIII.](#)

For the purposes of these Conditions:

“Agreement” means the contract between BOC and the Customer for the supply of Gas, BOC Equipment, Goods and/or Services. Each order from the Customer for Gas, BOC Equipment, Goods or Services which is accepted by BOC shall constitute a separate Agreement which shall be governed by these Conditions;

“BOC” or **“we”** or **“us”** means BOC Gases Ireland Limited (Company No: 8982) (and any other company which is a subsidiary of BOC Gases Ireland Holdings Limited (Company No: 217751));

“BOC Equipment” means any Containers, Application Equipment (as described in any relevant Application Equipment Schedule) and/or other equipment provided by BOC (but not sold) to the Customer under this Agreement;

“Business Day” means a day other than a Saturday or Sunday or public holiday in Ireland;

“Consumer” means a natural person acting outside of the course of a business, profession or trade;

“Container” means any container, cylinder or other storage vessel provided by BOC (but not sold) to the Customer in which Gas is stored;

“Controller” (or data controller), has the meaning given to that term in DP Laws;

“Customer” or **“you”** means the individual, partnership or company entering into the Agreement with BOC;

“Customer Equipment” means equipment used in connection with the supply, distribution and use of Gas, Goods and/or Services under this Agreement (including but without limitation, equipment such as containers, pipework, gas control equipment etc.), which is not BOC Equipment;

“Data Subject” has the meaning given to that term in DP Laws;

“DP Laws” means any law relating to the processing of Personal Data, as applicable to BOC, you and/or the Services, including:

- (i) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing Council Directive 2002/58/EC (**“ePrivacy Directive”**); and/or
- (ii) the General Data Protection Regulation (Regulation (EU) 2016/679) (**“GDPR”**) and any corresponding or equivalent national laws or regulations, once in force and applicable, and/or
- (iii) any laws that replace, extend, re-enact, consolidate or amend any the foregoing; and/or
- (iv) any judicial or administrative interpretation of such DP Laws, and any mandatory guidance, guidelines or codes of practice relating to such DP Laws.

“Gas” means any gas or gas mixture supplied by BOC to the Customer including liquefied, solidified, compressed or dissolved gas;

“Goods” means any goods or materials sold by BOC to the Customer, excluding Gas;

“HCM” means 100m3 of Gas measured at 1013.25 millibars and 15 degrees centigrade;

“ONSTREAM Services” has the meaning given to it in any ONSTREAM services schedule included as part of this Agreement (if applicable);

“Personal Data” has the meaning given to that term in DP Laws;

“Processing” has the meaning given to that term in DP Laws (and related terms such as **“process”** shall have corresponding meanings);

“**Processing Purposes**” means the purposes set out in our Privacy Statement a copy of which is available at www.boconline.ie/privacy, or which BOC may provide to you by another method depending on the way that you are contracting with us.

“**Processor**” (or data processor) has the meaning given to that term in DP Laws;

“**Product Source**” means BOC’s normal source of supply of Gas to the Customer;

“**Safety Data Sheet**” means a sheet prepared by BOC containing material safety and other data relating to the applicable Gas;

“**Services**” means any services provided by BOC to the Customer (including, without limitation, the provision of training, technical advice, installation, removal, modification, moving or upgrading of any BOC Equipment and the inspection and maintenance of BOC Equipment and or Customer Equipment, ONSTREAM Services) unless dealt with under a separate agreement between the parties.

SECTION I – PRICING, WARRANTY OF GAS AND SUPPLY OF SAFETY DATA SHEETS AND SAFETY LITERATURE

This section covers pricing of Gas and associated BOC Equipment and Services, the BOC warranty given in respect of Gas and the supply of Safety Data Sheets and safety literature.

1. Price Structure

- (a) The price charged by BOC to the Customer covers the supply of Gas, collection, delivery and/or exchange and rental of the BOC Equipment and Goods provided by BOC.
- (b) The Customer must pay the BOC charges for installation, commissioning and or removal of BOC Equipment at or from the Customer’s premises or its nominee’s site.
- (c) An additional charge may be payable when BOC Equipment is supplied by certain BOC agents.

- (d) The price for Services (save as included in (a) above) will be as agreed between BOC and the Customer.

2. Price Variation

- (a) The price for Gas, BOC Equipment, Goods and Services shall be the price effective at the time of supply. Unless specifically quoted as a fixed price for a specific period or agreed otherwise in writing, all prices are subject to variation from time to time by BOC which shall notify or publish such variations to the Customer accordingly.
- (b) Factored Gases: BOC buys some Gases from other suppliers. BOC may adjust the price of these factored Gases if its suppliers change the price they charge BOC.

3. Specification of Gas

- (a) BOC warrants that at the time of delivery, Gas is to the purity set out in the relevant BOC specification, which unless previously provided by BOC to the Customer, is either set out in the relevant BOC Gas fact sheet at www.boconline.ie or failing that, available on request.
- (b) If a specific purity, tolerance or stability is required, the Customer shall notify BOC who in consultation with the Customer shall make suitable arrangements for supply. If the supply arrangements result in any additional cost to BOC this will be passed on to the Customer.
- (c) Medical Gases: BOC warrants that at the time of delivery the Gas is to the purity set out in the BOC Product Authorisation as issued by the Irish Medicines Board or its successor and detailed in the relevant BOC specification, which unless previously provided by BOC to the Customer, is either set out in the relevant BOC Gas fact sheet at www.boconline.ie or failing that, available on request. BOC will only supply those Customers who can demonstrate that they are authorised to use and prescribe medical Gases.
- (d) Save as set out in (a) – (c) above or as specified in the Safety Data Sheet or BOC Product Fact Sheet for a particular Gas, BOC does not guarantee or warrant

that Gas is suitable for the use or process for which the Customer intends to use the Gas. All other implied warranties and conditions as to quality or description are excluded except to the extent that such exclusions are prevented by law.

4. BOC Safety Data Sheets and Safety Literature

- (a) BOC Safety Data Sheets are supplied with the first consignment of each Gas or as soon as practicable thereafter. If further copies of these or copies of BOC safety booklets are required, these can be obtained by contacting BOC via telephone, e-mail, the applicable BOC website or writing, in each case to the address or on the number as notified by BOC to the Customer.
- (b) Single copies of safety booklets will be supplied free of charge by BOC.

SECTION II – GENERAL

This section applies to all contracts for the sale of Gas and Goods, rental of BOC Equipment and the provision of Services.

1. Delivery/Collection and Installation/Commissioning

- (a) Save as set out in Conditions 1(b), 1(c) and 7(i) below and the other terms of this Agreement, or as otherwise agreed, BOC will supply Gas, BOC Equipment, Goods and Services against orders placed by the Customer and which are accepted by BOC and BOC reserves the right to charge for delivery.
- (b) Bulk Gas, Cryospeed Gas and Gas in trailers and any other Gas (including cylinders) on a managed service for scheduled deliveries, BOC will use reasonable endeavours to deliver Gas in appropriate quantities and frequency having regard to the Customer's average Gas consumption rate based on historical data held by BOC and the BOC Equipment or Customer Equipment storage capacity or telemetry data if available to BOC.
- (c) The Customer acknowledges that collection of BOC Equipment from a BOC site or agent shall be at the Customer's own risk and that the Customer is responsible for handling and transporting the load safely, training the driver on the hazards of the Gas

and BOC Equipment and compliance with all relevant legislation including (without limitation) the Carriage of Dangerous Goods by Road Act 1998 (as amended) and European Agreement concerning the International Carriage of Dangerous Goods by Road.

- (d) Subject to Condition 7(f) BOC's delivery/collection note shall be conclusive evidence of delivery and quantity of the Gas, BOC Equipment and Goods.
- (e) Failure by BOC to deliver or perform by any time specified by BOC shall not entitle the Customer to terminate this Agreement and time shall not be of the essence in respect of deliveries or performance. BOC's liability for a failure to deliver or perform shall be limited in accordance with Condition 7 of this Section II.
- (f) If delivery or collection of any Gas, BOC Equipment or Goods cannot be made due to the Customer's act or omission (or any act or omissions of any employee, agent or contractor of the Customer), such Gas, BOC Equipment and Goods shall be deemed to have been delivered or collected and in relation to the failed deliveries or collections BOC may charge for abortive journeys or part deliveries or collections and for storage of such Gas, BOC Equipment and Goods until delivered.
- (g) BOC will supply Gas into Customer owned containers considered suitable by BOC by special arrangement with the Customer. Such supply is subject to container examination and testing when necessary in accordance with BOC procedures and applicable statutory requirements at the Customer's cost.
- (h) BOC may suspend deliveries of Gas if the Gas storage or handling equipment or process equipment to be used by the Customer is considered by BOC not to be safe.
- (i) Where appropriate installation and commissioning of BOC Equipment shall be carried out by or on behalf of BOC in accordance with BOC's engineering survey report. BOC may increase its charges for the installation and/or commissioning of BOC Equipment in order to cover the extra costs incurred by it as a result of additions or variations to BOC's engineering survey report, installation or commissioning

requested by the Customer or for delays within the control of the Customer or if BOC reasonably considers removal of the BOC Equipment necessary for reasons of safety or access.

- (j) BOC reserves the right to introduce an electronic identification system for Containers. If such a system is introduced, any delivered, returned or collected Containers will be reconciled against the account of the Customer to which they were supplied.
- (k) BOC may be able to provide a certificate of analysis or a certificate of conformance (as relevant) for the Gas supplied on the Customer's prior written request upon reasonable notice. BOC will make an additional charge for this.
- (l) BOC reserves the right to charge for emergency delivery of Gas, BOC Equipment and Goods when this is required due to circumstances outside BOC's control. BOC reserves the right to charge for any emergency call out of our technical staff where such call out is required due to circumstances outside of BOC's control or for a reason which is not BOC's fault.
- (m) BOC reserves the right to vary the sizes of the BOC Equipment supplied to the Customer from time to time if required for operational or health and safety reasons. Any replacement or substituted vessel or Containers will then become "BOC Equipment".

2. BOC Equipment

- (a) Except as provided in Condition 2(b) or as otherwise agreed by BOC in writing, the Customer shall not refill or allow the refilling of Containers or let them or any BOC Equipment be used other than for storage, transport or use of Gas placed in them by BOC.
- (b) Subject to the remainder of this Condition, Containers shall only be used for handling Gas supplied by BOC. While BOC is unable to supply bulk or cryospeed Gas, the Customer may use BOC bulk or cryospeed storage Containers for handling equivalent Gas obtained from another source, provided that the Customer notifies BOC in advance. BOC shall have no liability whatever in relation to any such supply and the Customer shall

indemnify BOC against all claims, demands, liability, loss, damages, costs (including legal costs on a full indemnity basis) and expenses incurred by BOC arising out of or in connection with such supply.

- (c) BOC warrants that to the extent that the BOC Equipment is utilised for the storage and/or use of Gas, it will be suitable for such storage and/or use. BOC Equipment will also comply with any technical specifications provided by BOC and applicable legal and statutory requirements. BOC does not warrant that BOC Equipment is suitable for the Customer's intended use or process.
- (d) BOC will maintain BOC Equipment in accordance with BOC procedures and current safety requirements. If this requires interruption of supply this will, whenever possible, be by arrangement with the Customer. If the Customer causes undue delay to BOC's maintenance service, BOC may charge for all costs and expenses incurred.
- (e) BOC shall have the right upon reasonable notice to enter the Customer's premises to inspect BOC Equipment.

3. Customer's Duties and Responsibilities

The Customer shall:

- (a) provide or procure free of charge adequate and safe access to the Customer's premises, information, documents and facilities (including labour for loading and unloading of Gas, BOC Equipment and Goods and the provision of electricity and materials for use during testing and commissioning and any consents from third party's) for BOC to carry out its duties and rights under this Agreement including without limitation any right to remove BOC Equipment, Gas and Goods on termination or expiry of this Agreement and paying all costs related to the installation and/or removal of BOC Equipment;
- (b) be responsible for the safe custody of BOC's and its sub-contractors' property left on the Customer's site for the purposes of installation, commissioning, maintenance and removal of BOC Equipment and for the performance of any other Services;

- (c) insure BOC Equipment to its full replacement cost against "all risks" and against all normal public liability risks. All insurance shall be on terms satisfactory to BOC and shall include a waiver of subrogation;
- (d) ensure that all work and materials for which the Customer is responsible meet and comply with all legal and statutory requirements and with BOC's specifications;
- (e) obtain all necessary consents and comply with all legal obligations in connection with installation, removal or use of any Gas, BOC Equipment and Goods supplied or Services provided by BOC at the Customer's or its nominee's site;
- (f) notify BOC if at any time it:
 - (i) anticipates a significant change in its Gas consumption rate; or
 - (ii) it becomes aware of any defect, malfunction or damage to BOC Equipment or Customer Equipment (including but not limited to any telemetry fitted); or
 - (iii) reasonably believes, based on current usage and historical frequency of deliveries by BOC, that it will run out of any Gas;
- (g) keep and return all BOC Equipment in a clean and serviceable condition. If they are not, the Customer will report any loss or damage promptly and pay a sum equal to
 - (i) the cost of new BOC Equipment if the BOC Equipment is lost or damaged beyond repair, or
 - (ii) the cost of repairing and restoring BOC Equipment to a clean and serviceable condition; in addition to any associated costs and expense incurred by BOC in recovering and/or repairing the BOC Equipment and/or in collecting any sums due under this Condition;
- (h) not mortgage, pledge, sell, and subject to Condition 5 below not to lend or part with possession of BOC Equipment to a third party;
- (i) not obliterate, remove or deface identification marks or notices on the BOC Equipment and/or alter or tamper with BOC Equipment without the prior written consent of BOC;
- (j) use the BOC Equipment only for the purposes for which it is designed and comply with any operating manual or other instructions (including, but without limitation, any periodic customer checks relating to the BOC Equipment) provided, and not otherwise adjust, repair or interfere with BOC Equipment;
- (k) be responsible for the safety and condition of and comply with applicable legal requirements in respect of any Customer Equipment and any other Customer owned equipment, goods or materials and attachments to BOC Equipment beyond the agreed take over point;
- (l) be responsible for any risks to health or safety from Gas, BOC Equipment and Goods in the Customer's possession and/or control including ensuring that Gas, BOC Equipment and Goods are kept and operated, used, cleaned and where applicable maintained in a safe environment. The Customer's attention is drawn to the fact that statutory regulations and recognised codes of practice exist covering the use, handling, processing, storing and transporting of Gas, BOC Equipment and (where applicable) Goods. The Customer must ensure that persons who use, handle, process, store or transport Gas, BOC Equipment and Goods receive adequate training and safety literature from the Customer;
- (m) ensure that the terms of any order for Gas, BOC Equipment, Goods or Services and any information provided to BOC in this regard are complete and accurate; and
- (n) Where BOC telemetry is installed, the Customer is responsible for ensuring that the power supply and telephone line to the telemetry system is operational. During any period of the power supply and/or telephone line being non-operational, BOC shall have

no liability in respect of failing to make any telemetry based deliveries of Gas. In the event of failure of the telemetry system for whatever reason the Customer shall, upon becoming aware of such failure or when they could reasonably be expected to have become aware, be responsible for stock monitoring and placing orders for delivery of Gas.

- (f) The Customer's right to resell or use the goods shall terminate automatically if a liquidator or receiver or examiner of the Customer is appointed or an order is made or a resolution passed for the winding up of the Customer. Until such time as legal title in the goods passes to the Customer, BOC may, at any time, require the Customer, its liquidator, receiver or examiner to return the goods and/or may repossess the goods by entering upon any premises of the Customer or any third party where the goods are reasonably believed to be stored.

4. Title and Risk

- (a) All Gas and Goods sold remain the property of BOC until the Customer has paid for them and has paid all other outstanding amounts due and payable to BOC.
- (b) BOC Equipment remains, as between BOC and the Customer, the property of BOC and is supplied to the Customer for the Customer's sole use.
- (c) The Customer shall have no rights over any other property of BOC or its contractors brought onto the Customer's or its nominee's site.
- (d) The risk in Gas, BOC Equipment and Goods passes to the Customer upon delivery to or collection by the Customer.
- (e) Although risk in any Gas and Goods supplied by BOC passes to the Customer upon delivery, legal title in the same shall not pass to the Customer until BOC has received in cleared funds the full price payable for such goods and all other goods supplied by BOC to the Customer for which payment is due. Until legal title passes, the Customer shall not pledge or allow any encumbrance. Lien, charge or other interest to arise or be created over the Goods and/or the Gas and shall hold such goods as BOC's fiduciary agent and bailee and shall keep them properly stored, protected, insured and identified as BOC's property to the extent possible. Until that time the Customer is entitled to resell or use the goods in the ordinary course of its business but shall account to BOC for their proceeds of sale and, pending payment, shall hold the proceeds on trust for BOC absolutely.

5. Gas Re-sale

- (a) Subject to Conditions 3 and 5(d), Gas supplied by BOC may be re-sold provided that prior to any re-sale the Customer has:-
 - (i) demonstrated to BOC's reasonable satisfaction that it has the capability to re-sell safely; and
 - (ii) the Customer indemnifies BOC against all claims, demands, liability, loss, damages, costs (including legal costs on a full indemnity basis) and expenses incurred by BOC to BOC's satisfaction arising out of or in connection with any alleged defects in Gas re-sold by the Customer, or any alleged defect in any Container (where Gas is re-sold in the Container) unless proved by the Customer beyond reasonable doubt to have been in existence when the Gas and/or Container was supplied by BOC.
- (b) The Customer shall be entirely responsible for providing proper instructions, warnings and other safety information in connection with any re-sale of Gas.
- (c) Gas shall not be re-sold in BOC Containers except with specific written agreement between BOC and the Customer save in the case of balloon Gas and refrigerant Gas.
- (d) The Customer shall be responsible for documenting the use of the Gas and keeping appropriate records including the complete batch number per Container and to disclose these records immediately to BOC on request.

- (e) For the avoidance of doubt, no re-sale of any Gas by the Customer shall relieve the Customer of any of its obligations under this Agreement, in particular, without limitation, payment of any charges and any liability in relation to BOC Equipment.
- (f) In relation to payment by debit card, credit card or charge card, the Customer will be charged when BOC systems confirm to BOC that the Gas, BOC Equipment, Goods and Services to be paid for by the Customer have been supplied. Where, with the prior agreement of BOC, the Customer pays by debit card, credit card or charge card for the rental of BOC Equipment the Customer will be charged at the time the billing process is actioned internally by BOC. Where the Customer pays by debit card, credit card or charge card in any other circumstances, BOC reserves the right to charge any additional costs BOC has incurred as a result of such payment being made by debit card, credit card or charge card.

6. Price and Payment

- (a) Prices and charges for the Gas, BOC Equipment, Goods and Services are as set out in Schedule 1, as amended from time to time.
- (b) Unless otherwise agreed, rental charges for BOC Equipment are payable in advance from the earlier of (i) collection or delivery or (ii) the date of installation (as determined by BOC), as the case may be. If delivery, installation or commissioning of BOC Equipment cannot be carried out on the agreed date(s) due to the Customer's act or omission (or the act or omission of any employee, agent or contractor of the Customer), BOC may charge the rental charge or a proportion thereof during the period of delay.
- (c) When a Customer hires BOC Equipment which is additional to and of the same Gas type as BOC Equipment already hired on a yearly payment frequency this BOC Equipment will be charged to the Customer on a pro rata basis reflecting the number of months up to the next yearly payment.
- (d) Normal terms of payment are by direct debit. Full payment of invoices in cleared funds must be received by BOC by the end of the month following the month of delivery of the goods or Services. The Customer shall ensure that any payment of invoices by direct debit is made in full by the Customer's bankers on presentation to them by BOC of invoice information. An additional charge will be payable where the customer pays by a method other than direct debit.
- (e) In the case of other methods of payment, full payment of invoices in cleared funds must be received by BOC by the twentieth day of the month following the month of invoice date.
- (g) BOC should be notified of any error on an invoice within 14 days of the date of the invoice.
- (h) BOC's preferred method of invoicing is electronic. BOC reserves the right to charge any additional costs BOC incurs in generating paper invoices or non-standard invoices for the Customer.
- (i) If any payment is overdue or any event referred to in Condition 8(a) occurs BOC may stop the delivery or collection of Gas, BOC Equipment and/or Goods and/or the provision of Services to the Customer and payment shall become immediately due for all Gas, BOC Equipment, Goods and Services supplied under this Agreement to the Customer.
- (j) BOC may charge interest on any amount overdue at the statutory rate and/or charges provided for pursuant to the European Communities (Late Payments in Commercial Transactions) Regulations, 2012. Such charges or interest shall be payable on demand. Furthermore, BOC reserves the right to claim compensation for debt recovery costs set out in the same legislation where BOC are not paid according to agreed credit limits.
- (k) All prices and charges are expressed exclusive of VAT which shall be charged and paid as applicable.

- (l) If at any time BOC's costs change due to government action or to a change in the law or, as a result of any other factor beyond BOC's control, BOC reserves the right to adjust prices to take account of such change in its costs. The amount of tax, duty or other levy imposed by the Government on the production, sale, delivery or other elements of the price for Gases and servicing as set out in this Agreement, shall be added to the invoices for the supply of such Gases and servicing.
 - (m) Where BOC charges rent on BOC Equipment, payment of a BOC Equipment rental invoice is deemed conclusive (subject to transactions prior to the date of invoice which have not been included in the invoice and to transactions to which (n) below relates) as to the Customer's holding of BOC Equipment during the period to which the invoice relates.
 - (n) If the Customer has a BOC Equipment holding greater than recorded by BOC, BOC reserves the right to amend its records and charge the Customer rental accordingly.
 - (o) Where BOC Equipment is on a monthly payment frequency, a full month's rental is payable for each calendar month or part of a calendar month during which the BOC Equipment is hired. Where BOC Equipment are on a yearly or longer payment frequency, the period covered by the first rental payment for the BOC Equipment is calculated from the beginning of the calendar month in which the BOC Equipment is first hired to the Customer.
 - (p) If the Customer returns BOC Equipment which is subject to an annual rental period without taking replacements before the rental period paid for expires, a pro rata refund will be made for any whole month(s) un-expired.
 - (q) All amounts due shall be paid by the Customer in full without any set-off, counterclaim, deduction or withholding whatsoever.
 - (r) If the price variation indices (or any substitute indices) are changed or discontinued, BOC will adopt an appropriate substitute.
 - (s) BOC shall be entitled to invoice the Customer for the Services on or at any time after performance of the Services, save that where the full performance of the Services is delayed or prevented for a reason which is not solely caused by BOC, BOC shall be entitled to invoice the Customer for the Services performed to date including any costs and expenses incurred or committed to by BOC at that date.
 - (t) The commitment on the part of BOC to supply the Customer under the terms and conditions set out in this Agreement is conditional on BOC remaining satisfied with the Customer's credit-worthiness.
- 7. Liability and Exclusions**
- (a) BOC's liability is as set out in this Condition 7 and where the Agreement includes the inspection and maintenance of Customer Equipment and/or the sale of Goods by BOC, in the applicable Conditions in Section III and Section IV set out below. Save as set out in this Condition 7, BOC shall have no liability howsoever arising. Notwithstanding any other provision of this Agreement, but subject to Condition 7(b), BOC shall have no liability arising out of or in connection with this Agreement, the Gas, the Goods, the BOC Equipment or the Services, howsoever arising, for any:
 - (i) loss of or damage to revenue, profits, savings, use, contracts, goodwill or business (in each case whether direct or indirect); or
 - (ii) consequential or indirect loss or damage.
 When used or referred to in this Condition 7 the term "howsoever arising" shall cover all causes and actions giving rise to liability whether in contract, tort (including negligence), restitution, for breach of statutory duty, misrepresentation or otherwise.
 - (b) Nothing in this Agreement shall however be deemed to limit or exclude BOC's liability:
 - (i) for fraud or fraudulent misrepresentation;
 - (ii) for death or personal injury to the extent that it results from BOC's negligence; or
 - (iii) to the extent not permitted by law.
 - (c) Subject to Conditions 7(a), (b) and (e), BOC accepts liability for physical damage to the Customer's

- property to the extent that it results from breach of contract or BOC's negligence in connection with the performance of this Agreement up to a limit for any one incident or series of incidents arising out of the same event or circumstances of €500,000 (five hundred thousand euros) or, if lower, 200% of the total charges paid in the 12 months immediately prior to the start date of the breach or negligence (or the start date of the first breach or first act of negligence in the event of a series of breaches or acts of negligence arising out of the same event or circumstances). For the purposes of this Condition 7(c), "total charges paid" means all sums paid by the Customer to BOC under this Agreement.
- (d) Subject to Conditions 7(a), (b) and (e), BOC accepts liability, to the extent that it results from breach of contract or BOC's negligence in connection with the performance of this Agreement, for losses, costs, expenses or damage:
- (i) caused by BOC supplying any defective Gas, BOC Equipment or Goods up to a limit of €5,000, or if greater, 25% of BOC's anticipated monthly revenue generated under this Agreement at that time, for any one incident or series of incidents arising from the same event or circumstances;
 - (ii) arising from delay or failure by BOC in delivery of any Gas, BOC Equipment or Goods up to a limit of an amount equal to BOC's price for the Gas, BOC Equipment or Goods that BOC has failed to deliver or if greater, 25% of BOC's anticipated monthly revenue generated under this Agreement at that time, for any one incident or series of incidents arising from the same event or circumstances; and
 - (iii) resulting from the provision of Services (including technical advice) by BOC in return for a specific one-off fee, up to a limit of the amount of the fee received for such Services for any one incident or series of incidents arising from the same event or circumstances.
- (e) Subject to Conditions 7(a) and 7(b), BOC's total aggregate liability to the Customer for all liability accepted by BOC under this Condition 7, shall not in any event exceed €1,000,000 (one million euros).
- (f) BOC shall not be liable for any shortage, loss, damage or discrepancy in Gas, BOC Equipment or, Goods or failure to perform the Services unless notified to BOC in writing within (i) 5 Business Days of receipt of Goods by the Customer or completion of the Services or (ii) in the case of Gas 5 Business Days of receipt of Gas and BOC Equipment by the Customer. This exclusion of liability shall not apply if the Customer proves that it was not reasonably possible to notify BOC within this time period, and such notification was given as soon as was practicable and in any event within 5 Business Days (in the case of Services and Goods) or 5 Business Days (in the case of Gas and BOC Equipment) after the Customer became aware, or could reasonably be expected to have become aware, of the claim. If acceptance tests are provided in this Agreement for Gas, Services, BOC Equipment or Goods this Condition 7(f) shall not apply to such Gas, Services, BOC Equipment or Goods and the Customer shall be deemed to have accepted the Gas, Services, BOC Equipment or Goods upon successful completion of those tests.
- (g) Subject to the other terms of this Agreement (and in particular Section IV), where any shortage, loss, damage or discrepancy in Gas, BOC Equipment or Goods and/or failure to perform the Services is notified to BOC in accordance with Condition 7(f), BOC shall at its option rectify the shortage, loss, damage or discrepancy in the Gas, BOC Equipment or Goods or re-perform the Services free of charge or refund or forego an appropriate proportion of the price for the Gas, BOC Equipment, Goods or Services. If BOC complies with this obligation it shall have no further liability in respect of, or arising from the relevant Gas, BOC Equipment, Goods or Services under this Agreement.
- (h) If BOC's performance of any contractual obligation by its normal means is prevented, hindered or delayed due to any cause beyond BOC's reasonable control that contractual obligation shall be suspended during the period BOC is affected by such cause.
- (i) In the event of BOC's supply of Gas from the Product Source being interrupted under Condition 7(h) and

for the duration of the period BOC is affected by such cause either:

- (i) BOC may obtain Gas from another source, in which case BOC reserves the right to vary the price for the duration of the affected period to recover its additional costs, such additional costs to be notified to the Customer in advance; or
- (ii) bulk or cryospeed Containers may be used for handling equivalent Gas obtained from a third party for the duration of the event provided that the Customer notifies BOC in advance. BOC shall have no liability whatsoever in relation to any such supply and the Customer hereby indemnifies BOC against all claims, demands, liability, loss, damages, costs (including legal costs on a full indemnity basis) and expenses incurred by BOC arising out of or in connection with such supply.
- (j) All warranties and conditions which arise from statute and relate to the supply of goods and services are excluded from this Agreement except to the extent that such exclusion is prevented by law.
- (k) Where the Customer deals as a consumer the Customer's statutory rights are unaffected by these Conditions.
- (l) The Customer shall indemnify BOC against all claims, demands, liability, loss, damages costs (including legal costs on a full indemnity basis) and expenses incurred by BOC arising out of or in connection with BOC or its contractors' presence on the Customer's or its nominee's site except to the extent caused by the breach of contract or negligence of BOC or its contractors.
- (m) Technical advice or training supplied to the Customer by BOC shall be prepared or delivered in good faith, in the context of the law in force as at the date of its preparation and on the basis of the matters and information disclosed by the Customer to BOC. BOC accepts no responsibility for subsequent changes in law which may affect the conclusions of and/or recommendations in technical advice or training or for any loss or damage incurred or suffered by the

Customer arising out of a failure by the Customer to disclose facts or circumstances necessary for the preparation of technical advice or training.

- (n) Return of Gas or Goods which are not defective shall be governed by the terms of the BOC Returns Policy.
- (o) The Customer and BOC both recognise that it is open to either party to consider insuring against the risks apportioned in this Condition 7.

8. Breach and Termination

- (a) Without affecting any other rights or remedies that it may have:
 - (i) either party may terminate this Agreement immediately at any time by written notice to the other party if the other party has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of it for any composition or arrangement with creditors generally, winding-up other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any material portion of its assets which is not discharged or paid out in full within three Business Days or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the other party is incorporated, resident or carries on business; or
 - (ii) BOC may terminate this Agreement immediately at any time by written notice to the Customer if the Customer fails to make any payment due to BOC.
- (b) Without prejudice to either party's other rights and remedies either party may terminate this Agreement by written notice at any time if the other party is in material breach of this Agreement and (in the case of a remediable breach) the breach is not remedied within 28 days of receipt of a notice specifying the breach and requiring it to be remedied.

- (c) Without prejudice to its other rights or remedies (including its rights of termination) BOC may elect to suspend performance of all or any of its obligations under this Agreement by written notice to the Customer upon the occurrence of any of the events specified in Conditions 8 (a)(i) or (b), or if the Customer fails to make any payment due to BOC, or if BOC reasonably determines that the Customer's use of any Gas or BOC Equipment poses a risk to health and safety. In the case of a remediable breach referred to in Condition 8(b) BOC may elect to suspend performance upon the occurrence of the breach and shall not be required to wait until the 28 day period referred to in Condition 8(b) has expired.
- (d) Termination shall be without prejudice to any accrued rights of either party.
- (e) On suspension, termination or expiry of this Agreement or any Schedule for any reason (unless replaced by a new agreement with BOC), BOC may recover possession of any Gas, BOC Equipment and Goods belonging to or provided by it (including, where relevant, any of the Customer's Gas in BOC Equipment) under that Schedule or this Agreement as relevant. The Customer agrees to grant BOC adequate facilities and irrevocably authorises BOC to enter its premises, sites, vehicles or other location of or under the control of the Customer for this purpose. BOC will charge and the Customer will pay all costs of the removal of BOC Equipment. Credit will only be given for unused Gas at BOC's discretion. The Customer shall take all reasonable steps to help BOC to recover the Gas, Goods and/or BOC Equipment. Demand for, or recovery of, Gas, Goods and/or BOC Equipment shall not of itself discharge the Customer's liability to pay the whole of the price or any other rights of BOC under this Agreement.
- (f) If this Agreement is terminated and any charges which are payable in instalments are outstanding an amount representing the outstanding instalments shall become due and payable by the Customer on termination of this Agreement.
- (g) If BOC's removal of any BOC Equipment is delayed for a period of more than 3 months following termination or expiry of this Agreement (and BOC is not responsible for the delay), the Customer shall pay the relevant Facility Charge and/or rental charges from the date 3 months following termination or expiry of this Agreement until the date that the removal of such BOC Equipment is completed by BOC.

9. Intellectual Property and Confidentiality

- (a) BOC retains all intellectual property rights in its drawings, specifications, data and all other information and documents prepared by BOC for the Customer in whatever medium.
- (b) BOC's trade marks and names shall not be used otherwise than as applied by BOC to BOC Equipment, Goods and Services.
- (c) No right or licence is granted under this Agreement to the Customer under any patent, trade mark, copyright, registered design or other intellectual property right, except the right to use or re-sell the Gas and/or Goods as permitted under this Agreement. No warranty is given as to whether that use or re-sale will infringe the rights of any third party.
- (d) Any know how, information, pricing or documents disclosed at any time by either party shall be treated by the other party as confidential and shall not for a period of 3 years from the date of disclosure be disclosed to any third party or used for any purpose other than for the purpose of this Agreement without the prior written consent of the disclosing party, unless and until the same is public knowledge other than through default of the receiving party, is independently developed by the receiving party, or comes into the receiving party's possession bona fide from a third party.

10. General

- (a) If by arrangement with the Customer, Gas, BOC Equipment, Goods or Services are supplied to any person who is not a party to the Agreement, the Customer shall procure that such person agrees to be bound by the terms of the Agreement as though a party to the Agreement. The Customer shall indemnify BOC against any consequences (including any claim made by such person which he could not make if a party to the Agreement) of the Customer failing to do so or of such person not fulfilling its obligations under the Agreement. Any order from or supply to such person shall be on behalf of the Customer and is made pursuant to the terms of this Agreement. Nothing in this Condition 10 shall relieve the Customer of any of its obligations under this Agreement, in particular, without limitation, payment of any charges and any liability in relation to BOC Equipment. This Agreement does not give rise to any rights for a third party to enforce any term of this Agreement.
- (b) Any variation or waiver of the Agreement must be expressly agreed in writing by both parties. A failure to enforce or delay in enforcing a right or remedy in the Agreement does not constitute a waiver of that right or remedy.
- (c) If any provision of the Agreement is or becomes invalid, illegal or unenforceable in any way under any law, it shall to the extent of such invalidity, illegality or unenforceability be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.
- (d) This document together with any other document agreed by BOC and the Customer constitute the whole and only agreement between the parties relating to the supply of Goods, Gases, rental of BOC Equipment and/or Services by BOC to the Customer and supersede any previous agreement or understanding between the parties including previous forms of BOC Gases General Conditions of Sale supplied to you by us and (unless otherwise expressly agreed in writing by BOC) these terms and conditions shall apply exclusively to

the entire current and future business relationship between you and BOC even if no reference is made to these terms and conditions. Unless otherwise expressly agreed in writing by BOC, no terms or conditions endorsed upon, delivered with or contained in the Customer's acceptance or acknowledgement of this Agreement, purchase order(s), specifications or similar documents will amend or vary the provisions of this Agreement even if BOC effected delivery or rendered services without reservation, and the Customer waives any right which it might otherwise have to rely on such terms and conditions.

- (e) The Customer acknowledges and agrees that:
 - (i) in entering into the Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made), or understanding of any person (whether party to the Agreement or not) which is not expressly set out in these terms and/or the Agreement; and
 - (ii) the only remedy available to it for breach of any statement, representation or other term that is expressly set out in the Agreement shall be for breach of contract under the terms of the Agreement.

Nothing in this Condition 10(e) shall, however, operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

- (f) The Agreement (and these Conditions) and any dispute or claim arising out of or in connection therewith or with the subject matter thereof or the formation thereof (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland. Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement (or these Conditions) and their subject matter or formation (including non-contractual disputes or claims).
- (g) Any notices under this Agreement shall be in writing and signed by or on behalf of the party giving it.

- (h) Subject to the Condition (j) below, any notice may be served by delivering it personally, by sending it by email (in the case of notices to BOC, to **irelandsales@boc.com** and copied to the BOC Account Manager (if one has been allocated to your account)) or by sending it by pre-paid post to the address shown above of the relevant party or any other address which it may from time to time notify in writing to the other party.
- (i) Any such notice shall be deemed delivered:
- i) if served personally, when delivered (or, if delivered otherwise than between 9.00am and 5.00pm on a Business Day, at 9.00am on the next Business Day);
 - ii) if sent by email, at the time of transmission (or, if transmitted otherwise than entirely between 9.00am and 5.00pm on a Business Day, at 9.00am on the next Business Day); and
 - iii) if sent by pre-paid post or pre-paid recorded delivery post, on the second Business Day after posting.
- (j) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- (k) BOC shall be entitled to assign, novate, charge or hold on trust for another all or any of its rights and obligations under this Agreement on giving written notice to the Customer, but without any further consent of the Customer being requested. BOC shall be entitled to sub-contract any of its obligations under the Agreement provided that BOC shall remain liable for the acts and/or omissions of its sub-contractors.
- (l) The Customer shall not without the prior written consent of BOC assign, novate, charge or hold on trust any of its rights or sub-contract any of its obligations under this Agreement in whole or in part to any third party.
- (m) In performing their obligations under this Agreement, BOC and the Customer shall comply with all applicable laws, statutes, regulations from time to time in force.
- (n) The Customer represents and warrants that its entry into and performance of this Agreement will not constitute any breach of or default under any other agreement binding on it; including without limitation any existing agreements with other gas suppliers.
- (o) Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

SECTION III – INSPECTION AND MAINTENANCE OF CUSTOMER OWNED EQUIPMENT

This section applies where BOC agrees to inspect and maintain specified items of Customer Equipment.

Where BOC agrees to provide inspections and maintenance of Customer Equipment:

- (a) BOC will inspect the Customer Equipment at the Customer's cost unless otherwise agreed prior to commencement of the inspection and maintenance service. This inspection will be conducted to assess the overall condition of the Customer Equipment with regard to maintenance, safety and legal requirements.
- (b) The Customer will make available at such inspection all available drawings, test certificates and maintenance inspection reports and any other documents or information that BOC requests applicable to the operation of the Customer Equipment.
- (c) BOC reserves the right to refuse to supply maintenance Services if remedial work which BOC considers is essential to the safe operation of the Customer Equipment is not carried out.
- (d) Following the inspection and agreement on recommended remedial work, the parties will agree the items of Customer Equipment for which BOC shall have inspection and maintenance responsibility and the frequency of inspections and maintenance. BOC shall carry out inspections and preventative maintenance having regard to legal requirements

- and good safety practices and in accordance with BOC's Planned Preventative Maintenance Schedule as notified to the Customer. As evidence of inspection, BOC shall provide an inspection certificate. This shall reflect the condition of the Customer Equipment at the time of inspection and shall not in any way be a warranty of, or render BOC liable for, the condition or fitness for purpose of the Customer Equipment. On completion of maintenance BOC will provide the Customer with a copy of BOC's completed maintenance report detailing the maintenance carried out. The Customer shall be responsible for the safe retention of all inspection and maintenance documentation provided by BOC.
- (e) BOC shall, having regard to other commitments and availability of suitably skilled staff, respond as soon as is reasonably practicable to any request by the Customer for work outside the scope of the Planned Preventative Maintenance Schedule. If no specific price or charging basis for such work is agreed in writing, the Customer shall pay for all materials and expenses at BOC's then current list price and for time at BOC's then current labour rate including travel time to and from BOC's base.
- (f) If BOC requires to interrupt supply of Gas from or through BOC Equipment or Customer Equipment in order to carry out maintenance, inspection or testing this will be by prior arrangement with the Customer except in an emergency.
- (g) The Customer shall report any unsatisfactory operation of the Customer Equipment and changes of layout or withdrawals from service of the Customer Equipment promptly to BOC. Where an item of Customer Equipment is withdrawn from service by the Customer, the Customer and BOC will agree an appropriate adjustment to the inspection and maintenance charges applicable during the remainder of the period of Services.
- (h) The Customer shall make Customer Equipment available to BOC for the inspection and maintenance services at the time agreed. If the Customer causes undue delay to the BOC engineer's work, then BOC may charge for the time spent and where appropriate for travelling time, call time and expenses incurred.
- (i) Maintenance charges do not include items of Customer Equipment in need of replacement or repair. BOC shall notify the Customer of such items and should the Customer require such work to be carried out BOC will charge in the manner described in Condition (e) above.
- (j) BOC reserves the right to delete any item of Customer Equipment from the scope of this Agreement if BOC considers the Customer Equipment unserviceable for any reason, in which event BOC will notify the Customer and agree an appropriate reduction in the maintenance charges applicable during the remainder of the period of maintenance Services.
- (k) BOC disclaims all responsibility for the proper functioning and maintenance of the Customer Equipment if the Customer has, without BOC's consent, allowed the Customer Equipment to be worked on or repaired, save in the course of proper operation, by anyone other than a BOC engineer.
- (l) If damage, maloperation, or breakdown of Customer Equipment serviced or repaired by BOC is due to failure on BOC's part to carry out such work correctly, BOC shall, at BOC's option:
- (i) repay a proportionate amount of the maintenance charge appropriate to the items of Customer Equipment concerned; or
- (ii) at BOC's discretion, and at no cost to the Customer for materials or labour either rectify the damage, maloperation or breakdown or replace the item of Customer Equipment concerned.
- (m) BOC or the Customer may terminate the Customer maintenance service at any time on or after the date twelve months from the commencement of those maintenance services by giving not less than six months written notice to the other, such notice to expire on or at any time after the initial twelve month period only. BOC reserves the right to carry out servicing of Customer Equipment within the six

months' notice period and charge accordingly or make an appropriate reduction in the maintenance charge remaining due.

- (e) Where the Customer deals as a consumer (that is, a natural person who is acting for purposes which are outside of his business), Conditions 1(a) and 1(d) shall not affect the Customer's statutory right to reject goods.

SECTION IV – SALE OF GOODS

This section applies to all sales of Goods by BOC.

1. Warranty

- (a) BOC undertakes to repair or, at its option, replace Goods of its own manufacture or parts thereof which fail (fair wear and tear excepted) as a result of a defect in BOC's materials or workmanship, arising within 12 months of the sale of the Goods to the Customer (or within such other period as may be specified by BOC in this Agreement having regard to the nature and properties of the Goods concerned), and occurring under normal conditions and subject to proper storage, use and maintenance, provided that:
 - (i) the Customer notifies BOC promptly in writing with details of any alleged defects or malfunction;
 - (ii) the Customer gives BOC or its agent the opportunity to inspect the Goods and, if BOC so requests, the Goods are returned promptly carriage paid (and details of carriage notified in writing to BOC in advance); and
 - (iii) the Goods have not been repaired, tampered with, modified or altered by anyone other than BOC or its agents.
- (b) In the case of Goods not of BOC manufacture, the Customer shall be entitled (subject to compliance with Condition 1(a) above) only to the benefit of any guarantee BOC may have from the supplier or manufacturer provided that subsequent purchasers are entitled to the benefit of that guarantee.
- (c) If Goods sold by BOC are found to be defective, BOC undertakes to refund the Customer's reasonable expenses incurred in returning the Goods to BOC or to BOC's order.
- (d) BOC may at its option elect to refund or forego the contract price for the defective Goods and take back the Goods sold in full satisfaction of any liability or obligation under Condition 1(a) and (b) above.

SECTION V – PROVISION OF SERVICES

This section applies to the provision of Services by BOC to the extent not already covered by previous sections of these Conditions.

- (a) BOC warrants that any Services provided by BOC shall be provided with reasonable care and skill.

SECTION VI – DATA PROTECTION

- (a) When you are acting as a consumer and you provide us with Personal Data or Personal Data is obtained by us, or on our behalf, from you in connection with the Agreement, we will handle this in accordance with our Privacy Statement a copy of which is available at www.boonline.ie/privacy, or which we may provide to you by another method depending on the way that you are contracting with us. Please ensure that you read our Privacy Statement before you provide us with your Personal Data.
- (b) When you are acting other than as a consumer and you provide us with Personal Data or Personal Data is obtained by us, or on our behalf, from you (including from your employees, agents and other representatives) in connection with the Agreement ("Shared Personal Data"):
 - (i) you warrant and undertake that you will be responsible for ensuring that there is a lawful basis on which the Shared Personal Data can be processed, including in respect of the disclosure of Shared Personal Data to us and processing of Shared Personal Data by us in connection with the Processing Purpose and performance of our obligations under the Agreement;
 - (ii) you warrant and undertake that you will be responsible for ensuring that appropriate privacy notices and/or policies, are communicated to the relevant Data Subjects which explain how the Shared Personal Data will be processed, including the fact that the Shared Data may be disclosed to

us in connection with the Processing Purposes and performance of our obligations under the Agreement;

(iii) we and you each agree not to do or permit anything to be done through act or omission which would cause the other to incur any liability under DP Laws; and

(iv) we and you each agree to comply with DP Laws at all times in respect of the processing of the Shared Personal Data.

SECTION VII – CONDITIONS APPLYING TO ONLINE ORDERS ONLY

- (a) The technical steps required to create the contract between you and us are as follows:
- (i) You place the order for the Gas, BOC Equipment, Goods and Services on our site by pressing the confirm button at the end of the checkout process. Our process allows you to check and amend any errors before submitting your order to us, BOC urge you to do this;
- (ii) After you place an order, you will receive an e-mail from us acknowledging that BOC have received your order. However, please note that this does not mean that your order has been accepted.
- (iii) Your order will be accepted and the contract between you and BOC will be formed when: in respect of Goods BOC dispatches the Goods; in respect of Gas and BOC Equipment when they are delivered or collected; and in respect of Services when the supply of the Service begins. Where an order includes more than one of the above components the contract shall be deemed to be formed at the earliest of the above events.
- (b) If BOC are unable to supply you with the Gas, BOC Equipment, Goods and/or Services, for example because that Gas, BOC Equipment and/or Goods are not in stock or no longer available or because of an error in the price on our site, BOC will inform you of this by e-mail and BOC will not process your order. In the unlikely event that you have already paid for the Gas, BOC Equipment, Goods and/or Services, BOC will refund you the full amount as soon as possible.
- (c) BOC will not file a copy of the contract between us, BOC recommend you print a copy of this Agreement or save it to your computer for future reference.
- (d) The images on our site are for illustrative purposes only. Although BOC have made every effort to display the colours accurately, BOC cannot guarantee that your computer's display of the colours accurately reflect the colour of the products. Your Goods may vary slightly from those images.
- (e) Whilst BOC has made every effort to ensure that details and information given on this site are accurate, full technical specifications are not necessarily included. Any drawings, samples, photographs, descriptive matter or advertising produced by BOC and any descriptions or illustrations contained in any BOC produced material are produced for the sole purpose of giving an approximate idea of the goods described in them and shall not form part of any contract between BOC and the Customer or have any contractual force. Furthermore, BOC's policy is one of continuous improvement and the right is reserved to alter details and information as the need arises. Accordingly, you should check any details and information you wish to rely on with BOC at the time of purchase.
- (f) Unless otherwise agreed, prices for Gas, BOC Equipment, Goods and Services may change from time to time, but changes will not affect any order which BOC have accepted in accordance with Condition (a) above (in this Section VII).
- (g) Where applicable to you, the price is subject to VAT at the applicable current rate chargeable in Ireland for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, BOC will adjust the VAT you pay, unless you have already paid in full before the change in VAT takes effect.
- (h) Our site contains a large number of products and Services. It is always possible that, despite our reasonable efforts, some of the products on our site may be incorrectly priced. If BOC discover an error in the price of the products you have ordered BOC will inform you of this error and BOC will give you the option of continuing to purchase the product at the correct price or cancelling your

order. BOC will not process your order until BOC have your instructions. If BOC are unable to contact you using the contact details you provided during the order process, BOC will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, BOC do not have to provide the products to you at the incorrect (lower) price.

- (i) The price of Gas, BOC Equipment and Goods does not include delivery charges. Our delivery charges are set out on our site from time to time.

SECTION VIII – CONDITIONS APPLYING TO CONSUMER CUSTOMERS ONLY

- (a) Condition 6(j) shall not apply to Consumers. However, BOC reserves the right to apply a late payment fee to recoup our debt recovery costs where BOC are not paid according to agreed credit terms.

- (b) If you are a Consumer, BOC only supplies the Gas, BOC Equipment, Goods and Services for domestic and private use. The Customer agrees not to use the Gas, BOC Equipment, Goods and Services for any commercial, business or re-sale purpose, and BOC has no liability to the Customer for any loss of profit, loss of business, business interruption, loss of data, loss of revenue or loss of business opportunity.

- (c) BOC's warranties contained in this Agreement are in addition to any legal rights the Customer may have as a Consumer.
- (d) In addition to your rights where the Gas, BOC Equipment Goods and/or Services are faulty you may change your mind and cancel an order for Gas, BOC Equipment and/or Goods within 14 days of its delivery or collection, or any time up until supply of a Service has begun. In this case you will be responsible for the costs of returning the Gas, BOC Equipment and Goods to BOC. Further details about this can be found in the BOC Returns Policy.
- (e) Nothing in these BOC General Conditions of Sale should be seen as limiting your legal rights as a Consumer.
- (f) Complaints should be sent by post to us at Customer Service Centre, BOC Gases, PO Box 201, Dublin 12 or emailed to **irelandsales@boc.com** in accordance with condition 11 above. You may also be able to refer a dispute to the European Online Dispute Resolution ("ODR") platform at <http://ec.europa.eu/odr>. The ODR platform is a web-based platform which is designed to help consumers who have bought goods or services online. It provides access to independent alternative dispute resolution services which are usually free for you to use. Our email address for Online Dispute Resolution complaints is **irelandsales@boc.com**.

BOC Gases Ireland

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