

GENERAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically in written, these General Terms and Conditions of Sale (the "Terms and Conditions") shall be deemed to be incorporated in Customer Account Opening Form, every offer, quotation and acceptance for the sales or provision of goods or services by the relevant China's entity within The Linde Group.

For the purpose of these Terms and Conditions: "Customer" means the person or legal entity entering into the Terms and Conditions with LINDE; "LINDE" means the relevant entity within The Linde Group that is established and existing under the laws of the People's Republic of China; "LINDE Containers and Equipment" means any container, cylinder or other storage vessel provided by LINDE in which gas is stored; "Gas" means any gas or gas mixture supplied by LINDE including liquefied, solidified, compressed or dissolved gas; "Product Additional Charge" means periodic charge by LINDE for LINDE Container and Equipment's maintenance, repair and replacement.

1 ACCESS & DELIVERY

1.1 Unless otherwise agreed, LINDE will supply Gas against orders placed by the Customer. LINDE will deliver Gas in appropriate quantities and frequency based on Customer's order. The Customer's average gas consumption rate and LINDE Containers and Equipment storage capacity are also to be considered.

1.2 LINDE will endeavor to keep to delivery dates. As long as getting Customer's confirmation, LINDE's delivery/collection note shall be conclusive evidence of delivery and the quantity of the Gas.

1.3 Customer shall notify LINDE if at any time it anticipates significant changes to its demand.

1.4 If full delivery cannot be made due to the Customer's act or omission, such Gas shall be deemed to have been delivered and LINDE may charge for abortive journeys or part deliveries and for storage of Gas until delivered.

1.5 LINDE can provide a certificate of analysis of Gas for Gas supplied on the Customer's prior written request upon reasonable notice. LINDE will make an additional charge for this.

1.6 (If applicable) By special arrangement with Customer, LINDE would fill Gas into Customer owned containers. Such filling is subject to container examination and testing when necessary in accordance with LINDE procedures and applicable statutory requirements.

1.7 LINDE may suspend deliveries of Gas if the Gas storage or handling equipment or process equipment is considered by LINDE not to be safe.

1.8 The Customer acknowledges that collection of LINDE Containers and Equipment from a LINDE site shall be at its own risk and that the Customer is responsible for handling and transporting the load safely, training the driver on the hazards of the goods and compliance with all relevant legislation.

2 Price and Payment

2.1 There may also be charges associated with the installation, commissioning, removal of LINDE Containers and Equipment from the Customer's premises.

2.2 The price for Gas, LINDE Containers and Equipment and services shall be effective at the time of supply. If at any time LINDE's costs change due to government action or to a change in law, LINDE reserves the right to adjust prices to take account of such change in its costs.

2.3 LINDE buys some gases from other suppliers. LINDE may adjust the price of these factored gases if its suppliers change the price they charge LINDE.

2.4 Unless otherwise agreed, payment is due upon delivery or collection of Gas or provision of service.

2.5 As LINDE agreed, payment by Customer who is granted credit by LINDE is due within thirty days from the date of invoicing, which is normally issued at the end of each month.

2.6 If any payment is overdue LINDE may stop the delivery of Gas or provision of services to the Customer. LINDE may charge interest on any amount overdue at the rate of the prevailing financial institutions nominal interest rates on loans of more than 5 years durations as published regularly by People's Bank of China, compounding monthly. Such interest shall be payable on demand.

2.7 Unless otherwise agreed, Product Additional Charge is payable from the earlier of (i) collection or delivery or (ii) the hand-over date of LINDE Containers and Equipment when installation is completed and such LINDE Containers and Equipment are ready to be in commission.

2.8 Where LINDE Containers and Equipment are on a monthly payment frequency, Product Additional Charge is payable for each calendar month during which the LINDE Containers and Equipment are hired. Where LINDE Containers and Equipment are on a yearly payment frequency, Product Additional Charge is calculated for 12 months from the beginning of the calendar month in which LINDE Containers and Equipment are first hired.

2.9 When a Customer uses LINDE Containers and Equipment which are additional to those have already been hired on a yearly payment frequency, the additional LINDE Containers and Equipment will either: (i) always be charged to the Customer on a monthly payment frequency; or (ii) be charged immediately on a yearly payment frequency, a proportionate part of the full yearly payment being charged for the period, until the next yearly payment is due for the LINDE Containers and Equipment already hired on yearly payment frequency.

2.10 In the event the Product Additional Charge being in arrears, the Customer shall return LINDE Containers and Equipment to LINDE forthwith upon the issuance of LINDE's formal demand, the Product Additional Charges shall be borne by the Customer, until Customer returns LINDE Containers and Equipment in clean and serviceable condition.

3 WARRANTY

3.1 LINDE warrants that, at the time of delivery, Gas conform to the product specifications relating to that Gas. LINDE cannot guarantee that Gas is suitable for the use or process that the Customer intends to use the Gas.

3.2 Should the Gas fail to conform to the specifications, LINDE shall, at its option, replace the nonconforming Gas

or credit Customer's account for the price of the nonconforming Gas.

3.3 A Customer's claim that Gas is loss, damage or discrepancy must be lodged with LINDE in written within 5 working days after delivery date of the Gas in question and Gas shortage must be lodged by Customer in written within 3 working days, otherwise LINDE shall not be liable for such claim. Questioned Gas and packing must be kept for inspection by LINDE.

4 GAS AND LINDE CONTAINERS AND EQUIPMENT

4.1 LINDE shall have the right upon reasonable notice to enter the Customer's premises for deliveries and maintenances.

4.2 LINDE will maintain LINDE Containers and Equipment in accordance with LINDE procedures and current safety requirements. If the Customer causes undue delay to LINDE's maintenance service, LINDE may charge cost and expenses incurred.

4.3 While LINDE is unable to supply Customer's entire requirements for Gas, Customer may, with LINDE's prior written consent, obtain Gas from other sources, but only until LINDE is able to resume full supply. LINDE shall have no liability whatever in relation to any such supply and Customer shall indemnify LINDE against all claims, costs, expenses or liabilities resulting from such supply.

4.4 LINDE Containers and Equipment are supplied to the Customer for the Customer's sole use, and shall remain the property of LINDE at all times unless explicitly agreed otherwise. Customer should not refill LINDE Containers and Equipment or let them be used otherwise than for storage or transport of LINDE Gas.

4.5 All Gas delivered remain the property of LINDE until Customer has paid for them all.

4.6 The risk in Gas supplied and the relevant LINDE Containers and Equipment passes to Customer upon delivery to or collection by the Customer.

4.7 The Customer shall have no rights over any other property of LINDE or its contractors brought onto the Customer's premise.

5 DUTIES AND OBLIGATIONS

5.1 Customer shall provide free of charge adequate and safe access to the Customer's premises, information, documents and facilities (including labor for loading and unloading of Gas, utility supply, telephone lines) for LINDE to carry out its duties and rights under the Terms and Conditions.

5.2 Customer shall obtain all necessary consents and comply with all legal obligations in connection with installation or use of any Gas supplied or LINDE Containers and Equipment provided to the Customer or work done on the Customer's site; Customer is responsible for all work and materials to meet and comply with i) industrial standard, ii) all legal and statutory requirements, and iii) any specifications provided by LINDE.

5.3 Customer shall not adjust, repair or interfere with LINDE Containers and Equipment or obliterate, remove or deface identification marks or notices on the LINDE Containers and Equipment and customer shall keep and return all LINDE Containers and Equipment in a clean and serviceable condition. For any loss and damage, Customer shall notify LINDE immediately. LINDE reserves rights to charge cost and compensation incurred.

5.4 Customer shall be responsible for the safe custody of LINDE's and its sub-contractors' property left on the Customer's premise.

5.5 Customer shall be responsible for any risks to health or safety from LINDE Gas and property in the customer's possession and/or control. The Customer must ensure that persons who use, handle, process, store or transport LINDE Gas and/or LINDE Containers and Equipment receive adequate training and safety literature.

6 GAS RE-SALE (WHEN APPLICABLE)

6.1 Gas supplied by LINDE may be re-sold provided that prior to any re-sale the Customer has: (i) demonstrated to LINDE's reasonable satisfaction that it has the capability to re-sell safely; and (ii) the Customer indemnifies LINDE to LINDE's satisfaction against liability to any third party and costs in respect of alleged defects in Gas and injury, damage, loss or expenses caused thereby unless proved beyond reasonable doubt to have been in existence when the Gas was supplied by LINDE.

6.2 The Customer shall be entirely responsible for providing proper instructions, warnings and other safety information in connection with any re-sale of Gas.

7 LIABILITY AND EXCLUSIONS

7.1 LINDE accepts unlimited liability for death or personal injury to the extent caused by LINDE's negligence.

7.2 LINDE's liability for loss and damage to property to the extent directly caused by LINDE's breach of the Terms and Conditions or negligence in performance of the Terms and Conditions. The maximum liability for each event or series of similar events due to same cause shall be limited to the contract price for the Gas sold or service rendered.

7.3 LINDE's liability is as set out in this Condition 7. LINDE shall have no liability for any other loss or damage including (but not limited) loss of revenue, production, profits, customer contracts, goodwill or reputation and any consequential or indirect loss or damage.

7.4 All warranties and conditions which arise from statute and relate to the supply of Gas and services are excluded from the Terms and Conditions except to the extent that such exclusion is prevented by law.

7.5 The Customer shall indemnify LINDE against any loss, damage or claims arising from LINDE's presence on the Customer's site except to the extent caused by LINDE's negligence.

7.6 Technical advice supplied to the Customer by LINDE shall be prepared 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 LINDE. LINDE accepts no responsibility for subsequent changes in law which may affect the conclusions of and/or recommendations in technical advice 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.

8 BREACHES AND TERMINATION

8.1 Either party may terminate these Terms and Conditions forthwith by written notice if the other party becomes insolvent or has a receiver or administrator appointed or goes into liquidation (except for the purpose of reconstruction or amalgamation) or suffers any similar or analogous act or event under the laws to which it is subject.

8.2 If Customer fails to make any payment when due, or commits any material breach of any provision of these Terms and Conditions and fails to rectify the breach within the period specified in LINDE's written notice, LINDE may: i) terminate the Terms and Conditions or any part of it; or ii) suspend performance of all or any of its obligations, and at any time during such suspension termination can be applied to the Terms and Conditions or any part of it.

8.3 Termination shall be without prejudice to any accrued rights of either party. Upon terminations Customer shall immediately pay LINDE the sum of any payable charges which are still outstanding.

8.4 On suspension or termination of the Terms and conditions, LINDE may recover possession of hired LINDE Containers and Equipment. Customer irrevocably authorizes LINDE to enter its premise for this purpose. LINDE shall be entitled to charge, and Customer shall pay, all reasonable costs of removal of LINDE Containers and Equipment.

8.5 If LINDE's performance of any obligation of the Terms and Conditions by its normal means is prevented or delayed due to any cause beyond LINDE's reasonable control, that obligation shall be suspended during the period LINDE is affected by such cause.

9 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

9.1 LINDE warrants that Gas sold by LINDE which is of LINDE's standard manufacture (but not apply to any particular use) is free of third party patent or other intellectual property restrictions in the People's Republic of China and the Customer accepts full liability for any infringement of patent and other intellectual property rights not covered by the above warranty.

9.2 LINDE retains all intellectual property rights in its drawings, specifications, data and all other information and documents prepared by LINDE for the Customer in whatever medium. No right or license is granted under the Terms and Conditions to the Customer under any patent, trade mark, copyright, registered design or other intellectual property right.

9.3 Information or documents supplied at any time by LINDE to the customer shall be treated as confidential by the Customer and shall not be disclosed to any third party or used for any purpose other than for the purpose of the Terms and Conditions without the prior written consent of LINDE unless and until the same becomes public knowledge other than through default of the Customer or comes into the Customer's possession bona fide from a third party.

10 GENERAL

10.1 Supply to A Third Party

If by arrangement with the Customer, Gas, LINDE Containers and Equipment or services are supplied to any third party, the Customer shall procure that the third party agrees to be bound by the Terms and Conditions that prevent them from loss and damage. The Customer shall indemnify and hold harmless LINDE against any consequences (including any claim made by the third party) of the Customer failing to do so or of third party not fulfilling the obligations applicable to it under the Terms and Conditions.

10.2 Variation and Waiver

Any variation or waiver of these Terms and Conditions may be made by LINDE. After LINDE giving one month's notice in written to the Customer, the revised clauses will take into effect. No waiver shall take effect until it is made in writing and signed by a due representative of LINDE.

10.3 Severability

If any provision of the Terms and Conditions 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 Terms and Conditions and the remainder of such provision shall continue in full force and effect.

10.4 Entire Agreement

Unless otherwise agreed in written, the Terms and Conditions constitute the whole and only agreement between the parties relating to the supply of Gas or service by LINDE and supersede any previous forms of communications between the parties.

10.5 Dispute Resolution

The parties shall first endeavor to settle any claim, controversy or dispute connected with this contract through friendly consultations between senior members of their respective organizations. In case no settlement can be reached through friendly consultations within 30 days of the date that such consultation is first requested by a Party, then such dispute shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) headquarters in Beijing/Shanghai Sub-commission/Tianjin Sub-commission/South China Sub-commission/Southwest Sub-commission/Hong Kong Sub-commission (choose one) for arbitration in [Beijing/Shanghai/Tianjin/Shenzhen/Chongqing/Hong Kong] (choose one) to be consistent with the above chosen sub-commission in accordance with rules of procedure of such sub-commission prevailing at the time of application of such arbitration. The cost of the arbitration, including reasonable allowance for attorney's fees, shall be borne by the losing party or as otherwise specified in the ruling of the arbitration tribunal. When a dispute is under arbitration, then except for the matters under dispute, the other parts of this contract shall continue to be implemented. The arbitral award shall be final, and have binding effect on both parties.

10.6 Language Version

These Terms and conditions are made out both in Chinese and English language versions and both of them are of equal legal effect.