

**PRODUCT SUPPLY AGREEMENT  
FOR  
BULK OXYGEN**

1.01      Scope of Work

A.      Requirements. Seller hereby agrees to sell and Purchaser hereby agrees to purchase on the terms and conditions hereinafter set forth Purchaser's total present and future requirements, gaseous and liquid form, of Product other than in cylinders for use at Purchaser's Locations, or if the operations at Purchaser's Locations are conducted at new Locations. Such requirements will be supplied by delivery of Product by Seller in liquid or gaseous form, whichever is appropriate, to one storage unit, each storage unit to include a storage tank, related control equipment and, if required, vaporization equipment and to be installed only with Purchaser's consent.

B.      Site Location and Representation:

Mark A. Friel  
Indiana Veterans' Home  
3851 N. River Road  
West Lafayette, Indiana 47906  
Ph: (765) 497-8524  
E-mail: [mfriel@ivh.in.gov](mailto:mfriel@ivh.in.gov)

C.      Delivery. Purchaser will give Seller reasonable advance notice of the quantities of Product needed for its use. Seller will deliver such quantities within a reasonable time after receipt of order. The delivery of Product by Seller will constitute Purchaser's purchase thereof, and the quantities delivered will be measured by Seller by the method it regularly uses for the type of delivery made. Seller shall not be obligated to make any delivery of Bulk Product in liquid form in a quantity less than 75% of the capacity of said storage equipment.

D.      Storage Units and Storage Unit Sites

1. Purchaser, at its expense will: provide a suitable site or sites for the storage unit or units; construct a suitable foundation for each storage unit; erect and maintain a steel security fence or furnish some other suitable barrier properly enclosing each storage unit site; obtain any necessary permits and licenses for each storage unit; install and maintain a system for the distribution of Product from each storage unit to Purchaser's points of use; and furnish utilities if required by Seller in connection with each storage unit, such as electric power, water and/or steam, and the facilities to deliver such utilities to the point or points on each storage unit site designated by Seller.

2. Seller will install each storage unit and make the connection to Purchaser's system for the distribution of Product, maintain each storage unit; and remove each storage unit within a reasonable time after the termination of this Agreement. Each storage unit will remain at property of Seller at all times.
  3. With Purchaser's consent, Seller may remove any storage unit and install a replacement storage unit. The cost of such removal and installation will be borne by Seller, except that where due to a substantial increase or decrease in the size or change in Purchaser's requirements, the cost will be borne by Purchaser. If due to a change in Purchaser's operation, it becomes necessary to relocate and Seller relocates any storage unit, the cost of such relocation will be borne by Purchaser. If any storage unit is damaged by Purchaser, the cost of repairs will be borne by Purchaser.
  4. Purchaser grants to Seller the right of access to each storage unit site for the performance of this Agreement, and Purchaser will use reasonable efforts to prevent persons other than Seller's representatives or Purchaser's employees authorized by Seller from entering each storage unit site or altering, repairing or adjusting the storage unit or units on each site.
  5. Purchaser will hold Seller harmless from and against liens and claims against each storage unit due to its location on Purchaser's premises.
- E. Specifications. Product delivered hereunder will meet the Purity Specifications set forth therein specified below:
1. Oxygen: minimum 99.5 pure, including other inerts
- Purchaser may reject any Product which does not meet such specification, and no charge will be made for Product so rejected. Purchaser acknowledges that it may obtain devices which have the capability of testing whether Product delivered hereunder meets such specifications. No claim of any kind with respect to Product delivered hereunder, whether or not based on negligence or warranty, shall be greater than the price of the Product in respect to which such claim is made.
- F. Pricing. Seller will charge per hundred cubic feet of product.

**END**