



# Scott Specialty Gases BV

Takkebijsters 48 4817 BL, Breda, The Netherlands Phone: 076 5711828 Fax: 076 5713267

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## Cover Sheet

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TO:	Ms. Thiongo	FROM:	Cees van Oosten
COMPANY:	INT.CENTRE FOR RES.IN AGROF.(ICRAF)	DATE:	3 Mar 2006
PHONE NO:	+252 2 524000	SENDER'S REFERENCE NUMBER:	02011-2006-033-246
FAX NO:	+252 2 524001	YOUR REFERENCE NUMBER:	email: mthiongo@cgiar.org, re-order of 3 calibration mixtures with Scott Specialty Gases.
RE:			

☐ URGENT      ☐ FOR REVIEW      ☐ PLEASE COMMENT      ☐ PLEASE REPLY

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Dear Ms. Margeret Thiongo,

Please find attached our official offer for the 3 calibration mixtures and regulators as indicated in your e-mail and faxed correspondence dated the 22nd of February 2006.

These mixtures will be produced and delivered against the exact same conditions and mixture properties as per your previous order made in June 2002. Regulators will also be delivered as per previous experience with the last similar order you placed.

It will enable the endusers to perform and execute their application and measurement actions with the use of the exact same mixtures as accustomed to with the last dealings with this specific job.

Please review our offer carefully and have the endusers make sure the gases are as per their requirements.

I will contact you coming week to fully discuss all details regarding this offer,

For now I wish you the kindest of regards from Holland,

Yours sincerely,

C.J. van Oosten  
Sales Engineer Export Territories  
Scott Specialty Gases  
tel: +31-(0)76-5711828  
fax: +31-(0)76-5713267  
email: cvanoosten@scottgas.com  
website: <http://www.scottgas.com>



**CONFIDENTIAL**

# Scott Specialty Gases BV

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## Product Recommendation and Quotation

Prepared For: Ms. Thiongo Date: 3 Mar 2006  
 Title: Prepared By: Cees van Oosten  
 Company: mthiongo@cgiar.org  
 INT.CENTRE FOR RES.IN eMail: cvanoosten@scottgas.com  
 AGROF.(ICRAF)  
 UNITED NATIONS AVENUE  
 P.O. BOX 30677  
 NAIROBI  
 00000  
 KENYA  
 Phone: +252 2 524000 Quote #: **02011-2006-033-246**  
 Fax: +252 2 524001  
*(Note: This quote number must be referenced on all purchase orders to receive correct item(s) and price)*

## Gas Mixtures

Item	Qty	Product Description	Prod. Class	Cyl. Size	Unit Price (USD)	Amount (USD)
01	1	0.8 ppm CH <sub>4</sub> (methane) 0.3 ppm N <sub>2</sub> O (nitrous oxide) balance He (helium)  (exact same mixture specifications as with June 2002 order)  Gas Type: Gas Units: Mol Blend Tolerance: ± 20% Certified Accuracy: ± 5% Valve Connection: CGA-350 Fill Pressure / Content: 138 BAR Stability Period (months): 24 Lead Time: 21	CUSTOM CLASS	AL	2.182,00  Sale of Cyl: 463,00	2.645,00
02	1	1.7 ppm CH <sub>4</sub> (methane) 0.6 ppm N <sub>2</sub> O (nitrous oxide) balance He (helium)  (exact same mixture specifications as with June 2002 order)  Gas Type: Gas Units: Vol Blend Tolerance: ± 20% Certified Accuracy: ± 5% Valve Connection: CGA-350 Fill Pressure / Content: 138 BAR	CUSTOM CLASS	AL	2.182,00  Sale of Cyl: 483,00	2.665,00

		Stability Period (months): 24 Lead Time: 18				
03	1	3.4 ppm CH4 (methane) 1.0 ppm N2O (nitrous oxide) balance He (helium)  (exact same mixture specifications as with June 2002 order) Gas Type: Gas Units: Mol Blend Tolerance: $\pm 20\%$ Certified Accuracy: $\pm 5\%$ Valve Connection: CGA-350 Fill Pressure / Content: 138 BAR Stability Period (months): 24 Lead Time: 18	CUSTOM CLASS	AL	2.182,00  Sale of Cyl: 483,00	2.665,00
					Subtotal:	USD 7.975,00

**Product Class Key:**AMC = Acublend® Master Class  
(Single-Certified)

CMC = Certified Master Class (Single-Certified)

CUST = Custom Class (Custom)

SURE = Sure Class (Single-Certified)

AWC = Acublend® Working Class  
(Single-Certified)

COMP = Compliance Class (Dual-Analyzed)

RATA = RATA Class (Dual-Analyzed)


UNV = Universal Class (Dual-Certified)

CHK = Check Class (Noncertified)

CWC = Certified Working Class  
(Single-Certified)

REF = Reference Class (Dual-Certified)

**Gas Handling Equipment**

Item	Qty	Product Description	Scott Part Number	Unit Price (USD)	Amount(USD)
1	3	PRESSURE REGULATORS BRASS SINGLE STAGE REGULATOR Regulator Single-Stage High Purity Noncorrosive Service Model 205 M205A CGA 350 DEL.PRES.RANGE:2-15 PSIG  General Specifications are available at: <a href="http://www.scottecatalog.com/equipspc.nsf/PrintView/B2A3B6FEE1094D7E8525695E006EE86F?OpenDocument">http://www.scottecatalog.com/equipspc.nsf/PrintView/B2A3B6FEE1094D7E8525695E006EE86F?OpenDocument</a> 	051205A350	293,00	879,00
<b>Total:</b>					USD879,00

**ADDITIONAL CHARGES**

Legalisation/Certified Document Charge - Documents Include: International document charge/export handling charges	185,00
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**Grand Total: USD 9039,00****Shipment:**

For consolidated shipment of all items, longest lead time applies after receipt of order.

**Payment Terms:**

Payment in Advance

**Transport Terms:**

ex-works, Plumsteadville, Philadelphia, USA

**Cylinder Usage Terms:**

We offer 2 standard rental terms for returnable cylinders. You have the choice of using the standard rental or the deposit draw down term.

**a.** The standard rental term is a monthly rental invoice that is billed until the cylinder is returned to Scott Specialty Gases BV.

**b.** The deposit draw down term is a time saving one-time charge that is included on the product invoice. You will never have to pay a rental invoice and you will never pay more than the deposit value. The deposit is decreased monthly by the demurrage. This demurrage is charged at a reduced rate. Once the cylinder is returned to Scott Specialty Gases BV a credit memo will be issued for the deposit less the demurrage for all cylinders returned during the month.

**Additional Ordering Instructions :**

**To process this order please include the following information on your Purchase Order:**

1. Bill to & Ship to address, including phone numbers and contact names
2. Product Specifications or you can reference this signed quote
3. Payment terms
4. Freight terms
5. Cylinder rental terms please indicate the rental term you prefer
6. Signature of an authorized agent for your company

**If you would like your invoices emailed please let your Customer Service Representative know and your account will be set up to automatically email all invoices directly to the person indicated.**

**Note:**

1. Pricing, specifications, and lead times presented in this proposal are valid for 30 days from date of quotation and are subject to Incoterms 2000.
2. All prices are excluding VAT/BTW.
3. If you require additional copies of standard documents, an extra charge will be applied.
4. All quotations are without engagement and are subject to acceptance at the time of order.

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**Authorized Signature & Phone #**

(needed when Purchase Order simply references this quotation)

## GENERAL TERMS AND CONDITIONS OF SALE

### General Sales Terms

**1. Applicability** Unless otherwise explicitly agreed upon, these General Conditions of Sale apply to and form part of all offers and agreements whereby Scott offers or sells goods to another party ("the Buyer"). The general conditions of the Buyer shall not apply, unless Scott has explicitly declared in writing that the conditions of the Buyer shall apply to a specific agreement.

**2. Definitions** Unless otherwise agreed: Gas: all sorts of gas agreed upon, gaseous and of average quality. Cylinders: cylinders and accessories, such as valves and protective covers, in which the gas is delivered. Cubic Meter: (Nm<sup>3</sup>), a standard cubic meter, measured at 15° Celsius and a pressure of 735,5 mm Hg absolute.

**3. Conclusion of Agreement** (3.1) Unless otherwise specifically indicated in an offer, offers from Scott shall be free of obligation. Scott may revoke a written offer within three working days of receipt of acceptance. All offers can be revoked even if they contain a date by which they must be accepted. (3.2) If no written offer has been issued, any order from the Buyer shall only be binding on Scott after it has been confirmed in writing by Scott.

**4. Prices** (4.1) Buyer shall pay Scott the following: the prices for the products/equipment supplied to the Buyer; the monthly rental charges on cylinders in Buyer's possession; and any associated handling charges. Such prices and charges will be those notified to the Buyer in advance by Scott. Buyers on monthly rental terms shall pay additional standing rental charges, as notified by Scott, on the cylinders holdings at the end of each month of notification less the number of cylinders delivered. Scott may increase all prices, rental charges and handling charges without notice. (4.2) All prices are exclusive of turnover tax and government levies. (4.3) Unless otherwise agreed, any costs relating to the transport are not included in the price. Costs of transport and house calls will be charged separately. (4.4) Any rises in costs that Scott incurs after the conclusion of the agreement partly in connection with implementing the agreement – for example, rises in the purchase prices, wages, transport costs – may be passed on. The Buyer is then still entitled to dissolve the agreement within five days of receiving the notification of the price increase, unless Scott notifies its willingness to deliver against the original price. Any increase in turnover tax or other governmental levies may always be passed on.

**5. Cylinder Ownership and Returns** (5.1) All cylinders provided by Scott in connection with the purchase of gases are loaned by Scott to the Buyer. The Buyer may not loan or give any right to the cylinders to third parties or refill the cylinders. (5.2) Empty cylinders are to be returned in good condition and repair, transport charges prepaid, to the closest Scott location. Generally, that location is the original point of transport and is usually identifiable by the tag or label affixed to the cylinders. A charge will be made based on the fair market value of all cylinders that have been damaged or not returned to Scott. (5.3) Rent is charged at a monthly, or any part thereof, rate based on cylinder type and size until the cylinder is returned. Rental rates are subject to change without notice. Deposit/draw down cylinder use terms are also available where the monthly demurrage is offset against the deposit.

**6. Delivery** (6.1) Delivery dates shall never be regarded as a strict deadline. (6.2) Delivery will be made in the manner and by the carrier requested by the Buyer, unless in the judgment of Scott the requested method of delivery is unsuitable. (6.3) The risk of loss, destruction and/or damage to products to be supplied shall transfer to the Buyer when they reach the agreed point of delivery and then shall remain vested in the Buyer.

**7. Warranty** Scott warrants that all products manufactured by Scott and delivered to the Buyer shall conform to Scott's specifications applicable to the grade purchased or to such analyses as is otherwise claimed by Scott when the product is sold. This warranty is in lieu of any other warranties expressed or implied. Scott makes no warranties whatsoever with respect to items not manufactured by it.

**8. Use of the Product** Purchase orders directed to Scott for products listed in any reference guide or for special mixtures, or the acceptance of deliveries of such products and/or equipment, are agreed by Scott and the Buyer to constitute a certification by the Buyer that such products are being purchased only for industrial use or for research use or restricted clinical use. Determination of the suitability of the products furnished hereunder at the specifications set forth herein for the specific use contemplated by the Buyer within the general area stated above is the sole responsibility of the Buyer and Scott shall have no responsibility in connection therewith. Buyer acknowledges that there are hazards associated with the use of the products, that it understands such hazards, and that it is the responsibility of the Buyer to warn and protect its employees and others exposed to such hazards through Buyer's storage and use of the product. Each cylinder is marked by Scott at the time it is filled with a legible label identifying the contents thereof. The Buyer shall not use any cylinder that is not so marked when received, as use may be hazardous. Such a cylinder shall be returned to Scott for credit. The Buyer assumes all risk and liability for loss, damage or injuries to persons or to property of Buyer or others arising out of the presence or use of the products. Buyer acknowledges that it can obtain and install devices to sample the product delivered to determine prior to use of the product its compliance with applicable specifications.

**9. Complaints and Liability** (9.1) The Buyer shall have no remedy against Scott unless written notice of any non-conformity or breach is given to Scott within thirty days of receipt by the Buyer of the product. (9.2) Defects in the product supplied, notified in writing within said period shall be rectified by Scott by either substitution and/or a refund of any purchase price paid, at Scott's discretion. (9.3) Under no circumstance shall Scott be liable for damage consisting of loss of earnings or reduced revenues or any indirect or consequential damages. Scott's liability shall furthermore be limited to the net invoice value (this being the gross invoice value minus turnover tax and any other governmental levies) for the delivery or service with which the damage is connected. (9.4) The Buyer shall indemnify Scott against any claim on whatever grounds from third parties which claim to have suffered damage from a product and/or service that Scott has supplied or provided on the Buyer's behalf, except where the Buyer demonstrates that Scott, by virtue of the agreement and the present General Sales Terms, is liable for this damage vis à vis the Buyer and must make recompense for this to the Buyer. (9.5) Under no circumstances shall any claim or suit be brought against Scott after the expiration of one year from the date of receipt by the Buyer of the product.

**10. Circumstances Beyond Control** Whole or partial non-compliance (including, but not limited to, failure of or delay in delivery or non-conformity of the product) shall not be attributable to Scott if it is caused or resulting from any cause beyond Scott's reasonable control, including but not limited to: war or similar situations, revolt, sabotage, boycott, strikes, blockades, or any other labor conflicts, shortage of raw materials or additives, shortage of or damage to machines or means of storage or transportation of gas, government measures (including foreign governments), such as prohibitions on transport, import, export or production, the non-obtaining of required licenses or permits, natural disasters, fire, explosion, emission of dangerous substances or gases.

**11. Payment** (11.1) Unless otherwise agreed, and without prejudice to the right to demand advance payment if Scott sees grounds for this, payment shall be made within ten days after date of invoice. Scott is entitled to make partial deliveries and to invoice them separately. (11.2) In the event of failure to make prompt payment, the Buyer shall be in default, without any proof of default or summons being required, and shall immediately be liable for interest of 1% per month – or if higher – the statutory interest rate on the amount outstanding. Part of a month is considered a full month in this context. All costs, both extra judicial and judicial (including the costs of legal assistance), incurred by Scott in enforcing its rights against the Buyer, shall be for the Buyer's account. The extra judicial cost shall be at a minimum of 10% of the amount owed.

**12. Refilling Buyer-Owned Cylinders** Scott will refill Buyer-owned cylinders subject to all relevant regulations, the condition of the cylinder, and Scott's own safety requirements. Scott requests that the Buyer contact Scott as to the specific status of the Buyer's cylinders, and any charges which may be involved, prior to transporting Buyer's cylinders to Scott for refill.

**13. Applicable Law** (13.1) If registered office or principal of business of the Buyer is in the Netherlands, then these Conditions of Sale shall be subject to Dutch law; if registered office or principal of business of the Buyer is in England or Wales, then they shall be subject to English law; if registered office or principal of business of the Buyer is in Scotland, then they shall be subject to Scottish law. (13.2) For any contract between Buyer and Scott Breda, the District Court at Breda shall initially handle any disputes between the Buyer and Scott, except in cases where a dispute should be heard by the Cantonal Court. Scott is, however, entitled to approach a different court competent under the law.