



**BOC Canada Limited**  
5860 Chedworth Way  
Mississauga, Ontario L5R 0A2  
Telephone: (905)501-1700  
Facsimile: (905)501-1717

This website is produced by BOC Canada Ltd. These terms of use contain important information and describe your rights and responsibilities; please read them carefully.

## 1. Purpose and Effect of this Agreement

This Agreement is legally binding and sets out the rights and obligations BOC Canada Ltd ("BOC Canada Ltd" "BOC" "we" or "us") and you, in relation to the your use of the Site and the services offered through the Site (the "Services"). By registering with us and/or using the Site, you agree to be bound by the terms of this Agreement.

BOC may amend this Agreement from time to time. Any changes we make will be effective seven (7) days after notice of any change is provided to you, which may be done by means including, without limitation, a posting on the Site or via electronic mail. If you object to any such changes, you must notify us prior to such changes coming into effect, and from the date when the changes take effect you must cease to use the Site. Your use of the Site after notice is provided to you will be deemed an acceptance of such changes. It is your responsibility to ensure that you are aware of, read and understand any amendments to this Agreement. Upon our request, you agree to sign a non-electronic version of this Agreement.

## 2. Privacy

In order to use certain parts of the Site, you may be asked to supply personal data. Our policy with respect to the collection and use of your personal data is set forth in the linked Privacy Policy. By agreeing to this Agreement, you consent to our use of your personal data as set forth in that Policy.

## 3. Misuse and Prohibited Uses of the Site

### *3.1 Misuse of the Services*

We reserve the right to suspend or terminate your use of the Site in the event that we determine, in our sole discretion, that your conduct breaches of any of the provisions of this Agreement, including, without limitation, the provisions set forth below.

### *3.2 Prohibited Uses*

You are responsible for ensuring that your use of the Site is in compliance with any applicable laws or regulations. You agree not to:

- Interfere (or attempt to interfere) with the operation of the Site. This includes, without limitation, (a) interfering with, defeating, or circumventing any security function of the Site, or attempting to do so, or (b) accessing, or attempting to access, any portion of the Site that you are not authorized to access.
- Post, store, or transmit any unlawful, threatening, defamatory, indecent, obscene, menacing, pornographic, profane, or otherwise objectionable (as determined by us) information or material, or any information or material that could constitute or encourage racial prejudice or hatred or conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.
- Post or transmit any advertising, promotion, or solicitation of goods or services for commercial purposes except in any areas of the Site specifically designated for such purpose.

- Misuse any e-mail function available on or through the Site. This includes, without limitation, (a) sending unsolicited commercial e-mail to any account that causes complaints from the recipients, (b) continuing to send commercial e-mail to a recipient if recipient has requested that you discontinue such communication, (c) sending bulk e-mails, "spam," chain letters, "mail bombs," or other disruptive transmissions, or (d) forging message headers or otherwise concealing an e-mail address or preventing others from responding to a message, or attempting to do so.
- Use the Site to post, store, or transmit any information or software that contains a virus, worm, Trojan horse, or other harmful or disruptive component;
- Use the Site for any unlawful purposes; or
- Modify, adapt, sublicense, translate, resell, retransmit, reverse engineer, decompile or disassemble any portion of the Site.

#### 4. Feedback

Because we host a Feedback function on the Site and therefore may receive material from you, we need to obtain certain rights in those materials. By sending or transmitting to us creative suggestions, ideas, notes, concepts, information, or other materials (collectively, "Materials"), or by posting such Materials to any area of the Site, you grant us and our designees a worldwide, non-exclusive, sublicensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, , publicly display, such Materials in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Materials.

#### 5. Services

Your use of certain Services on the Site may be governed by additional rules, which are available on the entry page for the relevant Service or by hyperlink to other sites. By using any Service you are acknowledging that you have reviewed all corresponding rules and agree to be bound by them. Some of the Services may have been provided by third parties for your use. You expressly acknowledge and agree that your use of all Services is solely at your risk.

#### 6. Links to Other Websites

The Site may contain links to other websites or resources. We neither control nor endorse such other websites, unless specifically stated, nor have we reviewed or approved any content that appears on such other websites. You acknowledge and agree that we shall not be held responsible for the legality, accuracy, or inappropriate nature of any content, advertising, products, services, or information located on or through any other websites, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content.

#### 7. Disclaimers

The Site, the materials on the site, and any Service obtained or accessed through the site are provided "as is" and without representations or warranties of any kind, either express or implied to the fullest extent permissible pursuant to applicable law, The BOC Group, its officers, directors, employees,



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affiliates, suppliers, advertisers, and agents disclaim all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose, and all warranties relating to the adequacy, accuracy or completeness of any information on the Site. Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

You acknowledge that you are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access and use the Site, and all charges related thereto. No opinion, advice, or statement of BOC Canada Ltd, or its affiliates, suppliers, agents, members, or visitors, whether made on the Site or otherwise, shall create any warranty. You assume total responsibility and risk for your use of the site and your reliance thereon. If you are a consumer, however, your statutory rights are not affected.

8. Ownership and Restrictions on Use

All material within the Site is the property of BOC Canada Ltd and/or its affiliates, suppliers, advertisers, or agents or sponsors. Except for a single copy made for personal use only, you may not reprint, republish, resell, or redistribute these materials in any form or manner without the express written permission of the owner(s) of the material. BOC Canada Ltd does not warrant or represent that your use of materials displayed on, or obtained through, the Site will not infringe rights of third parties.

"BOC Canada Ltd web" the BOC Canada Ltd Logo, BOC and the BOC Logo are trademarks and/or service marks of BOC Canada Ltd. All other trademarks are trademarks or registered trademarks of their respective owners. Nothing in this Agreement grants you any right to use any trademark, service mark, logo, and/or trade name of BOC or its affiliates, suppliers, advertisers, or agents or sponsors.

9. Limitation of Liability

Without limiting the foregoing, BOC Canada Ltd expressly excludes any liability for any of the following: (a) fraud by any user of the Site or third party, including (but without limitation) any credit card fraud perpetrated in connection with the purchase of Services; (b) any misrepresentation by a third party (whether innocent or fraudulent) made in respect of any Services; (c) any failure by BOC Canada Ltd to ensure that it does not breach any copyright or other intellectual property right of any third party; (d) any link on the Site to any other website or part of the Internet; and (e) loss or damage caused by delay or errors in or the downtime of the Site (or servers) or the Services, or resulting from interruption, termination, or failed operation of the Internet or a third-party telecommunication service, even if BOC Canada Ltd has been advised of the possibility of such loss or damage, PROVIDED that nothing in this Agreement is intended to limit or exclude any liability on the part of BOC Canada Ltd where and to the extent that applicable law prohibits such exclusion or limitation. In particular, if you are a consumer, YOUR STATUTORY RIGHTS ARE NOT AFFECTED.

Neither BOC Canada Ltd nor its affiliates, suppliers, advertisers, agents or sponsors are responsible or liable for any indirect, incidental, consequential, special, exemplary, punitive or other damages under any contract, negligence, strict liability or other theory arising out of or relating in any way to the site and/or content contained on the Site. Your sole remedy for dissatisfaction with the Site (or any, services and/or content contained within the Site) is to stop using the Site.

Nothing in this Agreement: (a) limits BOC Canada Ltd liability for death or personal injury resulting



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from BOC's negligence; or (b) operates to limit or exclude liability for any fraud or fraudulent misrepresentation by either party.

## 10. General

### *10.1 Termination*

This Agreement shall remain effective until terminated in accordance with its term BOC Canada Ltd may terminate this Agreement, and/or your access to and use of the Site or any portion thereof, immediately, in the event we determine, in our sole discretion, that you have breached this Agreement.

### *10.2 Jurisdiction*

THOSE WHO CHOOSE TO ACCESS THE SITE DO SO ON THEIR OWN INITIATIVE AND AT THEIR OWN RISK, AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS APPLICABLE TO THEM. We reserve the right to limit the availability of the Site and/or the provision of any Service described thereon to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such Service that we provide.

This Agreement and all contractual and other relationships which arise out of the Site and/or Services, are governed by the laws of Canada. You submit to the non-exclusive jurisdiction of the Canadian courts in relation to disputes arising in connection with this Agreement, the Site and/or Services.

### *10.3 Changes to the Site*

BOC Canada Ltd may at any time, without prior notice (a) change or eliminate any component of the Site, and/or (b) impose, remove, or change any fees or charges for use of the Site or any feature, including any Service, thereof.

### *10.4 Miscellaneous*

BOC Canada Ltd shall be entitled to assign, transfer or subcontract any or all of its rights, benefits or obligations under this Agreement. If we exercise this right, we shall name the assignee, transferee or subcontractor on the Site. You may not without the written consent BOC Canada Ltd assign or dispose of any or all of your rights and obligations under this Agreement. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision. It is agreed that it is not intended that any term of this Agreement shall be enforceable by any person who is not a party to this Agreement BOC Canada Ltd shall not be liable for any failure to perform any of its obligations under this Agreement caused by matters beyond its reasonable control.

Questions regarding this Agreement should be directed to BOC Canada Ltd via the following email address: [info@ca.gases.boc.com](mailto:info@ca.gases.boc.com)