

KANSAS

WICHITA, KS 67214
601 N WASHINGTON
P: (316) 263-3293
F: (316) 263-6042
W: (800) 688-7688

GARDEN CITY, KS 67846

1216 E FULTON
P: (620) 275-5202
F: (620) 275-4562

HAYS, KS 67601

1039 E US HWY 40 BYP
P: (785) 625-9310
F: (785) 625-4251

HUTCHINSON, KS 67501

1001 N AIRPORT ROAD
P: (620) 665-8311
F: (620) 665-8317

MCPHERSON, KS 67460

501 W KANSAS
P: (620) 241-7300
F: (620) 241-3820

SALINA, KS 67401

109 S BROADWAY
P: (785) 825-6291
F: (785) 825-2230

MISSOURI

N. KANSAS CITY, MO 64116

1628 BURLINGTON ST
P: (816) 832-4274
F: (816) 629-4427

JOPLIN, MO 64801

820 S MINNESOTA
P: (417) 373-4427

NEBRASKA

BEATRICE, NE 68310

2302 N 6th
P: (402) 228-3638
F: (402) 228-2591

4 STATES – 17 LOCATIONS TO SERVICE YOU

SALE TERMS AND CONDITIONS

1. CYLINDERS: All cylinders and other containers (gaseous and/or liquid) and all fittings and attachments thereto ("Cylinders") are merely rented or leased from LAMPTON WELDING SUPPLY CO., INC. ("Lampton") (as seller of gas and/or liquid therein) to the named customer ("Customer") (as Buyer of the gas and/or liquid therein) for the convenience of Customer, but expressly subject to the following terms and conditions.
 - A) Cylinders are obtained on a rental or lease basis. Cylinders are and shall remain at all times the sole property of Lampton.
 - B) Customer agrees to pay all invoiced charges for gases, liquids, Cylinder rental, hazardous material, and/or other miscellaneous fees when due. If Customer fails to timely pay amounts due, Customer will immediately upon Lampton's request return all Lampton Cylinders previously rented or leased to Customer. If Customer fails to return any Cylinder when requested, then Lampton, at its election, at any time, or from time to time, may enter the premises where said Cylinder(s), or any part thereof, can be found or located, and re-take full and complete possession thereof, and remove the same. Lampton, its agents, successors or assigns, will not be liable in any way to Customer by reason of such re-taking or removal. To the extent permitted by law, Customer waives and releases Lampton from any and all claims, demands, and causes of action of every kind and character arising therefrom.
 - C) Customer must return each Cylinder solely at Customer's cost and expense, to Lampton's distributing station from which the same were shipped originally.
 - D) Customer agrees to return all Cylinders to Lampton in the same condition (except for gaseous or liquid contents) as when received by Customer. Customer will be liable for any and all loss or damage thereto, at established valuation and rates for loss of said Cylinders resulting from any cause after delivery thereof to Customer, and until returned to Lampton in accordance with the terms of this agreement.
 - E) Refilling, in whole or in part, of Cylinders except by Lampton, without the prior written consent of Lampton is expressly prohibited.
 - F) By acceptance of Cylinders, Customer agrees to be responsible to Lampton for the care and return of the Cylinders. It is understood and agreed that Customer may not transfer (whether by sale, lease, contribution, exchange, gift, or otherwise) the Cylinders to any other person or entity without the written permission of Lampton.

CUSTOMER HAS 10 DAYS FROM DATE OF CYLINDER RENTAL INVOICE TO DISPUTE CYLINDER BALANCES.

2. UNITED STATE DEPARTMENT OF TRANSPORTATION REGULATIONS: Lampton certifies that, at the time of delivery, that the herein named materials are properly classified, described, packaged, marked, labeled, and are in proper condition for transportation according to the Applicable Regulations of the United States Department of Transportation. WARNING: Customer acknowledges that Customer has been instructed that it is highly dangerous as well as illegal to transport flammable, non-flammable, and/or compressed gases in a closed vehicle or any compartment thereon and Customer has also received the proper MSDS form(s) and placards if required.
3. TERMS OF PAYMENT: NET 10TH PROX. For all Lampton accounts, unless otherwise agreed to by Lampton in writing. All past due account balances are subject to a 1 ½% per month, 18% per annum Service Charge. There is a MINIMUM SERVICE CHARGE OF \$25.00/month on all past due accounts. Lampton may recover all costs related to collection, including professional collection company fees and/or its attorney fees at all stages of its collection efforts, including pre-litigation, trial, appeals, and post-trial, arising from or related to Customer's failure to comply with the terms thereof.
4. TITLE – RISK OF LOSS: Title to all goods and materials shall remain in Lampton until the terms of sale are met and/or Customer makes payment in full. Title to Cylinders shall remain in Lampton at all times. Risk of loss or damage of any kind or nature to goods and materials, including Cylinders, shall be upon Customer upon delivery by Lampton to Customer and, with respect to Cylinders, shall remain with Customer until re-delivery of same to Lampton.

To the fullest extent permitted by law, Customer agrees to indemnify and save harmless Lampton and its agents from and against any and all loss or damage arising out of injuries to or death of persons and damage to or destruction of property in any manner caused by incident to or connected with the Cylinders wherever the same may be after delivery of any such goods and materials, including Cylinders, by Lampton to Customer. (The Customer may insure against the foregoing liabilities under standard forms of insurance policies. Whenever necessary Customer's policies should be endorsed to provide for coverage for Lampton and its agent and in the event of any loss or damage as aforesaid Customer must promptly report such damage or loss to the insurance company and Lampton).
5. LIABILITY EXCLUSION – ANY WARRANTIES ON THE GOODS AND MATERIALS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. TO THE EXTENT PERMITTED BY LAW, LAMPTON HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LAMPTON NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY FROM ANY CAUSE WHATSOEVER, INCLUDING LAMPTON'S NEGLIGENCE, IN CONNECTION WITH THE SALE OF THESE GOODS AND MATERIALS.
6. RETURNED MERCHANDISE: Returned merchandise is allowed only after authorization from Lampton has been obtained. All returns must be in new and unused condition and are subject to a 20% restocking charge (Special order products are subject to 25% restocking charge, if accepted by vendor).
7. TAXES: All prices quoted by Lampton are exclusive of all city, state, and federal excise taxes, including but without limitation taxes on manufacture, sales, receipts, gross income, occupation, use, property, special district, and similar taxes. Customer agrees to pay all taxes invoiced, as due, unless an applicable, current, valid exemption certificate is on file with Lampton.
8. REMEDIES: All purchases from Lampton and its agents (and the terms and conditions hereof) are governed by the laws of the state of Kansas, including its Uniform Commercial Code, without regard to principles of conflicts of law, and all rights and remedies of the parties shall be governed in accordance with such laws.
9. AGREEMENT OF SALE: Any of the terms and provisions of any order by Customer and are inconsistent with the terms and provisions hereof shall not be binding upon Lampton and shall not be considered applicable to the sale or shipment of any items by Lampton unless expressly agreed to in a writing signed by an executive officer of Lampton.
10. Where allowed, credit card payments are subject to a 2.5% surcharge.

OKLAHOMA

CLAREMORE, OK 74017

487 W LOWRY RD
P: (918) 342-4900
F: (918) 342-1063

CLINTON, OK 73601

525 S 4th
P: (580) 323-6633
F: (580) 323-6634

ENID, OK 73701

2830 N 4TH ST
P: (580) 234-3341
F: (580) 234-3370

OKLAHOMA CITY, OK 73109

900 SW 6TH ST
P: (405) 232-2577
F: (405) 232-2576

PERRY, OK 73077

421 FIR ST
P: (580) 336-2252
F: (580) 336-4682

PONCA CITY, OK 74601

515 S 1ST ST
P: (580) 762-9353
F: (580) 762-9351

TULSA, OK 74115

5550 E ADMIRAL PL
P: (918) 834-5550
F: (918) 834-5815

SAPULPA, OK 74066

1717 HIGHWAY 97 NORTH
P: (918) 227-3085
F: (918) 227-1757