



9. This Agreement shall be governed by the laws of the state in which the site of the Work is located.

10. Without Airgas prior written consent, CONTRACTOR shall not assign this Agreement or any rights or obligations hereunder in whole or in part (whether by operation of law or otherwise) and shall not subcontract any portion of the Works.

11. CONTRACTOR shall not at any time, with Airgas prior written consent, use or disclose any confidential information or trade secrets regarding Airgas business or operations.

12. CONTRACTOR hereby acknowledges that Airgas has informed CONTRACTOR of its policy that being under the influence of, bringing in, possessing, providing, manufacturing, or other production of, buying, selling or using alcoholic beverages, unauthorized drugs or controlled substances on Airgas property or in Airgas vehicles, is strictly prohibited. CONTRACTOR understands and agrees to follow this policy during the performance of this Agreement.

13. Any proposal by or invoice of CONTRACTOR and any terms and conditions of such proposal or invoice are expressly prohibited from becoming part of this Agreement. The terms of this Agreement and the terms of any Airgas Purchase Order(s) attached or issued pursuant to this Agreement are complementary; however, in the event of a conflict, the terms of this Agreement shall govern. The following Exhibit(s) are hereby made a part of this Agreement.

1. Airgas (insert Regional Company name) Purchase Order Number and Date
- 2.
- 3.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate, on the day and year written above.

CONTRACTOR:

Airgas (insert Regional Company name)

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Name:  
Title:

Name:  
Title:  
Division:

INSURANCE WAIVER  
(must be initialed by authorized Airgas Representative):

\_\_\_\_ Workers' Compensation  
\_\_\_\_ Employer's Liability  
\_\_\_\_ Comprehensive General Liability