

Special Terms & Conditions of Sale - Helium-3

All orders are accepted and shipped strictly subject to these *Special Terms & Conditions - Helium-3* ("the goods") unless otherwise specifically waived or subordinated in writing by an authorized representative of ISOFLEX USA ("Company").

Basis of Measurement and Billing

ISOFLEX USA adheres to the International Union of Pure and Applied Chemistry (IUPAC) definition for Standard Temperature and Pressure in all fill procedures. In accordance with IUPAC, Standard Temperature and Pressure is 0 °C (32 °F) and an absolute pressure of 100 kPa (14.504 psi or 0.986 atm or 1 bar). All fill procedures, and the basis for invoicing, shall be implemented on the basis of the IUPAC Standard Temperature and Pressure definition.

Filling of Customer-Supplied Cylinders

By providing Customer-owned cylinders and valves, Customer certifies them to be fully serviceable and leak-proof subject to reasonable care and handling by Company during the filling procedure.

End User Statement

U.S. Department of Commerce, Bureau of Industry and Security, <u>Form BIS-711</u>, entitled *Statement by Ultimate Consignee and Purchaser*, must be submitted with every Purchase Order accepted by Company.

Acceptance of Shipments

Customer shall physically inspect delivered cylinder and valve within two working days of receipt. Failure to notify Company in writing of any observed damage, defect or confirmed leakage by the third business day following delivery as noted on the delivery receipt shall constitute acceptance of the goods by Customer.

Certificate of Analysis and Safety Data Sheet (SDS)

Each Helium-3 shipment is accompanied by a Certificate of Analysis containing information provided to Company by its manufacturers. Information contained in the Certificate of Analysis is specific to the actual lot shipped and is not a general specification. A Safety Data Sheet prepared by Company's technical staff and based upon knowledge and information deemed correct is also supplied with the order shipping documents.

Helium-3 Cylinder Fill Certificate and Customer Verification

Each completed order is shipped with a completed, signed, original *Helium-3 Cylinder Fill Certificate* confirming all pertinent data relating to Customer, order quantity, and cylinder before/after weight and pressure data. Customer is strongly advised to examine Cylinder Fill Certificate and to report any apparent discrepancies indicated thereon *before* opening cylinder valve. If there is any doubt with regard to cylinder fill quantity as reported in Cylinder Fill Certificate and actual contents of cylinder, Customer is advised to carefully remove the valve plug and connect its own pressure gauge and compare cylinder pressure, noting room temperature against Conversion Table on the reverse of the Fill Certificate. In the event of any unacceptable tolerance, and before reporting same to Company, the following steps must be implemented immediately: i) cylinder valve should immediately be closed; ii) Customer pressure gauge removed; and CGA-580 valve plug replaced. Absent delivering a full written report of steps taken to verify delivered quantity and closing and replacing cylinder plug following confirmation of unacceptable fill tolerance within three business days of receipt of goods as noted on the delivery receipt, any claims of product under-shipment will be rejected by Company.

Pricing, Shipping Charges, Taxes and Duties:

Prices are subject to change without notice. Any quoted prices shall remain valid for 30 days from date of quotation. Quoted prices include the cost of the Helium-3, including valve and cylinder when supplied by Company; delivery and insurance; CIP basis (Carriage and Insurance Paid to named destination— INCOTERMS 2000) unless otherwise noted in writing and confirmed by acceptance of Buyer's Purchase Order. Quoted prices do not include applicable federal, state or local taxes, nor import duties or related import charges of any kind. Such charges, whether collected and paid by Company, or paid directly by the Customer, are in addition to quoted prices and remain the responsibility of the Customer.

Shipment Method and Adequacy of Customer Facilities

All orders are shipped via air courier, unless otherwise specified. Customer is required to provide specific instructions relating to the person or department responsible for receiving the shipment. The Customer shall ensure that adequate and safe facilities and procedures exist for receipt of the products at its premises. The Customer warrants to Company that the site where it intends to use the products is suitable in all respects for the intended use and is licensed and approved in accordance with any applicable or relevant local and national regulations. Customer shall not delay delivery or refuse to accept delivery. In case of unreasonable delay on the part of Customer, Company may at its option cancel Customer's Purchase Order. All quoted shipment dates are approximate and subject to delays beyond the reasonable control of Company. Failure by Company to satisfactorily meet scheduled deliveries, or any other delivery issue or event beyond Company's reasonable control, shall not give rise to any liability on the part of Company. In no event shall Company be liable for consequential or other damages for any delay in delivery.

Cylinders, Valves and Packing

Cylinders and valves supplied by Company are certified as "non-leaking" at the time of shipment. Cylinders and valves supplied by Customer are assumed to be "non-leaking" at the time of receipt by Company and shall not be subject to any additional post-fill leakage certification by Company. Company's sole responsibility on completion of the fill procedure when filling Customer cylinder is to securely close and plug the valve. Packaging shall be done in a manner consistent with protecting the goods in transit.

Payment and Impairment of Credit

Net payment in United States dollars (USD), unless otherwise specified in writing, is due thirty (30) days from date of goods delivery as indicated by the air courier delivery receipt unless otherwise stipulated in writing. Interest at the rate of 10% per annum shall be charged from the 31st day following delivery on any outstanding balances, to date of receipt of good funds in Company's bank account. Customer shall be liable for any costs of collection incurred by Company, including reasonable attorneys' fees. Company reserves the right to demand cash in advance on any sales. Customer acknowledges that Company shall retain a valid and enforceable lien interest on all goods delivered until payment in good funds has been received.

Hazards

Customer represents and warrants to Company that: (a) it is fully aware of any health and safety hazards associated with the handling of compressed Helium-3; (b) it has in place the necessary industrial hygiene systems and controls to protect its employees from any related health and safety hazards; and (c) it understands and acknowledges applicable government regulations and the need to adequately warn its employees of any health and safety hazards associated with compressed Helium-3.

Warranty Matters

Company warrants to Customer, for a period of three (3) business following receipt of goods by Customer ("the Warranty Period"), that its products meet the specifications described in the Certificate of Analysis accompanying the shipment and that the quantity shipped is consistent with the accompanying Helium-3 Cylinder Fill certificate. Company does not guarantee any end-use results for the delivered goods. All claims against Company for errors, defects, contamination or quantity shortage must be made by Customer in writing (email accepted) during the Warranty Period. Any claims not satisfying this condition shall be deemed waived. Obligations of Company, if any, shall be limited to replacing defective materials, or allowing credit, at Company's option, provided Company receives prompt notice in writing within the

Warranty Period, and, if required by Company, returns the goods to Company. No claim will be allowed by Company for any goods claimed by the Customer to be defective or unsuitable unless Company is permitted to examine the delivered product before final use or processing by Customer. All errors, defects, damaged materials or shortage in quantity received and claimed by Customer must be confirmed by Company inspection. In the event Company and Customer are unable to reach an amicable solution to Customer's claim, the goods in question may be examined by a third party acceptable to both Company and Customer, whose opinion shall be conclusive for purposes of perfecting or rejecting Customer's claim. Goods returned without written permission of Company will not be accepted for credit and will be returned freight collect to Customer. Company shall have the right to remedy such defects at such time or times as may be reasonable. Customer's exclusive remedy, for any cause or claim whatsoever, including but not limited to alleged breach of warranty, product liability, negligence, or otherwise, shall be for money damages in an amount not to exceed the purchase price paid by Customer for the product with respect to which the claim is made. In no event shall Company be liable for special, incidental or consequential damages, whether Customer's claim is in contract, for negligence, strict liability or otherwise. In consideration of the sale of the product to Customer, which sale Company would not otherwise make, Customer agrees to indemnify and hold Company harmless from all claims, expenses, losses and liability of any nature whatsoever arising out of the Customer's purchase, handling and/or use of the goods, whether used alone or in combination with any other substance.

Dispute Resolution

In accepting a quotation and subsequent delivery of Helium-3 from Company, Customer agrees that any unresolved controversy or claim arising out of or relating to such quotation and subsequent delivery, or other alleged breach or failure on the part of Company, shall be settled by binding arbitration conducted in San Francisco, California, USA, unless otherwise agreed in writing between the parties. Arbitration shall be conducted in accordance with, and by a single arbitrator appointed pursuant to, the Rules of the American Arbitration Association in effect at the time. Discovery pursuant to California Code of Civil Procedure Section 1283.05 shall be available to the parties. Judgment upon an award rendered pursuant thereto shall be binding and final and may be entered in any court having jurisdiction. Such arbitration shall be final and binding and shall be enforceable by judgment of the Superior Court or similar court having jurisdiction. Notwithstanding any provision of the rules or statutes mentioned above to the contrary, the failure of any party to appear at or participate in any hearing or other portion of any arbitration proceeding pursuant to this section shall not prevent any such hearing or proceeding from going forward, and the arbitrator is empowered to make a decision and/or render an award ex parte which shall be binding on that party as though that party had participated fully in the hearing or proceeding. Each party involved in any arbitration proceeding pursuant to this section shall pay its own expenses in connection therewith, plus one-half the cost of conducting the arbitration proceeding.

ISOFLEX USA

P. O. Box 29475
San Francisco CA 94129 USA
Tel: 415-440-4433
Fax: 415-563-4433
Email: iusa@isoflex.com
EIN: 208066748

Reference CERTIFICATE of ANALYSIS

CUSTOMER:	
	TBD

CERTIFICATE NO.: TBD
CUSTOMER ORDER NO.: TBD

The description, isotopic distribution and chemical admixtures relating to the above-referenced order number are certified to be as follows:

Description

ISOTOPE	He-3
ENRICHMENT	≥99.80%
PURITY	≥99.995%
QUANTITY (STP)	TBD
FORM	Gas

VOLUMETRIC ACTIVITY OF	
TRITIUM, Bq/L (Ci/L)	$\leq 4.8 (1.3 \times 10^{-10})$
TRITIUM (Atomic Fracture %)	≤1 x 10 ⁻¹¹

Isotopic Distribution

ISOTOPE	He-3	He-4	
CONTENT (%)	≥99.8	≤0.2	

Chemical Admixtures

ELEMENT	N ₂	THC	H ₂	O ₂ + Ar	СО	CO ₂
VOLUME FRACTION (%)	≤6 x 10 ⁻⁴	Not Specified				





Cylinder & Valve Specifications: Helium-3

Helium-3 can be delivered in single-ended aluminum cylinders or stainless steel, USDOT-compliant cylinders. Cylinders conform to Shipping Container Specifications stipulated in *U.S. Code of Federal Regulations, Title 49*, or *Bureau of Explosives, Tariff No. BOE 6000*.

Helium-3 is available in cylinders with water volumes of 150, 300, 500, 1000, 1200, 1700 and 4000 milliliters (mL). Recommended cylinder and valve configurations are listed below. Depending upon volume and initial pressure requirements, larger cylinders are recommended in order to minimize internal pressures and potential leakage coincident with higher pressures. Customer-supplied cylinders are also acceptable.

Aluminum Cylinders

The following recommended cylinder options are DOT-3AL / TC-3ALM rated with service pressures exceeding at 2200 psig (152 bar) and are fitted with CGA-580 valves:

		Cylinder Dimensions			Recommended vs. Maximum Fill			
	Internal Water			Mojaht	Liters of He-3 (STP)		Pressure (PSIA)	
Cylinder	Volume (in ³ / ml)	Diameter (in / mm)	Length (in / mm)	Weight (lbs / kgs)	Rec	Max	psia / bar Rec	psia / bar Max
<u>ISO-03</u>	18 / 300	2.5 / 63.5	5.9 / 149	0.75 / 0.34	3.6	24	174 / 12	1200 / 82
<u>ISO-10</u>	61 / 1000	3.21 / 81.5	11.8 / 300	2.3 / 1.0	12	82	174 / 12	1200 / 82
<u>ISO-12</u>	73 / 1200	4.38 / 111.3	7.9 / 200	2.9 / 1.3	14.4	98	174 / 12	1200 / 82
<u>ISO-17</u>	103 / 1700	4.38 / 111.3	10.9 / 277	3.8 / 1.7	20.4	139	174 / 12	1200 / 82
<u>ISO-40</u>	244 / 4000	5.3 / 133	17.1 / 435	8.8 / 4.0	48	328	174 / 12	1200 / 82

We offer five aluminum cylinder sizes:



ISO-03



ISO-10



ISO-12



ISO-17



ISO-40

For aluminum cylinders with CGA580 outlet valves, we offer two outlet configurations:



Cylinder Configuration A Valve+Plug



Cylinder Configuration B 2 Valves+Gauge+Plug

Stainless Steel Cylinders

Single-Ended Cylinders

DOT-4B 500 cylinders are hydrostatically proof tested at 1000 psig (69 bar) minimum.

		Cylinder Dimensions			Re	ecommende	ed vs. <u>Max</u> imur	m Fill
	Internal Water				Liters of F	le-3 (STP)	Pressure	(PSIA)
	Volume	Diameter	Length	Weight			psia / bar	psia / bar
Cylinder	(in ³ / ml)	(in / mm)	(in / mm)	(lbs / kgs)	Rec	Max	Rec	Max
ISO-05	31 / 500	2 / 51	13.6 / 345	2.6 / 1.2	6	17	174 / 12	500 / 34
ISO-015	9 / 150	2/51	5 / 128	1.01 / 0.46	2	5	174 / 12	500 / 34



For stainless steel cylinders with $\frac{1}{4}$ " NPT outlet valves we offer two outlet configurations:



Cylinder Configuration C
Valve+Plug



Cylinder Configuration D 2 Valves+Gauge+Plug

Customer-Supplied Cylinders & Valves

ISOFLEX USA will accept customer cylinders and valves for filling. By providing such cylinders and valves, customer certifies such items as fully serviceable and leak-proof, subject to reasonable care and handling by ISOFLEX USA during the filling procedure. Please refer to Special Terms & Conditions of Sale - Helium-3, which governs all He-3 sales made by ISOFLEX USA.

Important Notes

- 1. All gas volumes are stated in terms of Standard Temperature and Pressure (STP). STP refers to 0 °C (32 °F) and an absolute pressure of 1 bar (14.504 psi; 0.986 atm).
- 2. Fill volumes are within ± 5%, STP. Customer will be invoiced for actual volume shipped.



Helium-3

Safety Data Sheet

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name HELIUM-3
Product Code(s) 02-01-03
UN-Number UN1046

Recommended Use Compressed gas

Synonyms Helium; Isotopic Helium; ³He

Supplier Address* ISOFLEX USA

P.O. Box 29475

San Francisco, CA 94129

United States 415-440-4433 www.isoflex.com

* May include subsidiaries or affiliate companies/divisions.

2. HAZARDS IDENTIFICATION

WARNING!

Emergency Overview

Simple asphyxiant Contents under pressure

Intentional misuse of this product can cause serious lung damage or death.

Keep at temperatures below 52°C / 125°F

Appearance: Colorless. Physical State: Compressed gas. Odor: Odorless.

OSHA Regulatory Status This material is considered hazardous by the OSHA

Hazard Communication Standard (29 CFR 1910.1200).

Potential Health Effects

Principle Routes of Exposure Inhalation.

Acute Toxicity

Inhalation Simple asphyxiant. May cause suffocation by displacing the oxygen in the air.

Exposure to oxygen-deficient atmosphere (<19.5%) may cause dizziness,

drowsiness, nausea, vomiting, excess salivation, diminished mental

alertness, loss of consciousness and death. Exposure to atmospheres containing 8-10% or less oxygen will bring about unconsciousness without warning and so quickly that the individuals cannot help or protect themselves. Lack of sufficient

oxygen may cause serious injury or death.

Eyes None known. Skin None known.

Skin Absorption Hazard No known hazard in contact with skin.

IngestionNone known.Chronic EffectsNone known.Aggravated Medical ConditionsNone known.

Environmental Hazard See Section 12 for additional Ecological Information.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name: He-3 Helium CAS No. 14762-55-1

Volume % >99 Chemical Formula He3

4. FIRST AID MEASURES

Eye Contact None under normal use. Get medical attention if symptoms occur.

Skin Contact None under normal use. Get medical attention if symptoms occur.

Inhalation PROMPT MEDICAL ATTENTION IS MANDATORY IN ALL CASES OF

INHALATION OVEREXPOSURE. RESCUE PERSONNEL SHOULD BE EQUIPPED WITH SELF-CONTAINED BREATHING APPARATUS. Conscious inhalation victims should be assisted to an uncontaminated area and inhale fresh air. If breathing is difficult, administer oxygen. Unconscious persons should be

moved to an uncontaminated area and, as necessary, given artificial

resuscitation and supplemental oxygen. Treatment should be symptomatic and

supportive.

Ingestion None under normal use. Get medical attention if symptoms occur.

Notes to Physician Treat symptomatically.

5. FIRE-FIGHTING MEASURES

Flammable Properties Not flammable.

Suitable Extinguishing Media Use extinguishing measures that are appropriate to local circumstances and the

surrounding environment.

Explosion Data

Sensitivity to Mechanical Impact None

Sensitivity to Static Discharge None

Specific Hazards Arising from the

Chemical

Cylinders may rupture under extreme heat. Continue to cool fire-exposed cylinders until flames are extinguished. Damaged cylinders should be handled

only by specialists.

Protective Equipment and

Precautions for Firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand,

MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions Ensure adequate ventilation. Evacuate personnel to safe areas. Use personal

protective equipment. Monitor oxygen level.

Environmental Precautions Prevent spreading of vapors through sewers, ventilation systems and confined

areas.

Methods for Containment Stop the flow of gas or remove cylinder to outdoor location if this can be done

without risk. If leak is in container or container valve, contact the appropriate emergency telephone number in Section 1 or call ISOFLEX USA: 1-415-440-

4433.

Methods for Cleaning Up Return cylinder to ISOFLEX USA.

7. HANDLING AND STORAGE

Handling Use only in ventilated areas. Never attempt to lift a cylinder by its valve protection cap. Protect cylinders from physical damage; do not drag, roll, slide or drop.

When moving cylinders, even for short distance, use a cart designed to transport cylinders. Use equipment rated for cylinder pressure. Use backflow preventive device in piping. Never insert an object (e.g. wrench, screwdriver, pry bar, etc.) into valve cap openings. Doing so may damage valve, causing leak to occur.

Use an adjustable strap wrench to remove over-tight or rusted caps. Close valve after each use and when empty. If user experiences any difficulty operating

cylinder valve discontinue use and contact supplier.

Never put cylinders into trunks of cars or unventilated areas of passenger vehicles. Never attempt to refill a compressed gas cylinder without the owner's written consent. Never strike an arc on a compressed gas cylinder or make a cylinder a part of an electrical circuit. Keep out of the reach of children.

Handle in accordance with good industrial hygiene and safety practice.

Storage Protect from physical damage. Cylinders should be stored upright with valve

protection cap in place and firmly secured to prevent falling. Store in cool, dry, well-ventilated area of non-combustible construction, away from heavily trafficked areas and emergency exits. Keep at temperatures below 52°C / 125°F. Full and empty cylinders should be segregated. Always store and handle compressed gas cylinders in accordance with Compressed Gas Association, pamphlet CGA-P1,

Safe Handling of Compressed Gases in Containers.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure Guidelines This product does not contain any hazardous materials with occupational

exposure limits established by the region-specific regulatory bodies.

Engineering Measures Local exhaust ventilation to prevent accumulation of high concentrations and

maintain air-oxygen levels at or above 19.5%.

Ventilation Ensure adequate ventilation, especially in confined areas.

Personal Protective Equipment

Eye/Face Protection Wear protective eyewear (safety glasses).

Work gloves and safety shoes are recommended when handling cylinders. Skin and Body Protection

Respiratory Protection

General Use No special protective equipment required.

Use positive pressure airline respirator with escape cylinder or self-contained Emergency Use

breathing apparatus for oxygen-deficient atmospheres (<19.5%).

Hygiene Measures Wear suitable gloves and eye/face protection.

9. PHYSICAL AND CHEMICAL PROPERTIES

Colorless. **Appearance**

Odor Threshold No information available.

Flash Point No information available.

Decomposition Temperature No information available.

No information available. Freezing Point

Water Solubility 8.61 m³/1 kg water @ 20°C and 1 atm

No information available. Vapor Pressure

@ 21.1°C (70°F) ("NTP"): 0.0078 lb/ft³ (0.125 kg/m³) (0.125 g/ltr) @ 0°C ("STP"): 0.0084 lb/ft³ (0.135 kg/m³) (0.135 g/ltr) Gas Density

Flammability Limits in Air

Upper Not applicable. Not applicable. Lower

10. STABILITY AND REACTIVITY

Stable. Stability

Incompatible Products None known.

Conditions to Avoid None known.

Hazardous Decomposition Products None known, based on information supplied.

Hazardous Polymerization Hazardous polymerization does not occur.

11. TOXICOLOGICAL INFORMATION

Acute Toxicity

LD50 Oral No information available.

LD50 Dermal No information available.

SDS - Helium-3 **ISOFLEX USA** 3/2014 LC50 Inhalation No information available.

Repeated Dose Toxicity No information available.

Chronic Toxicity

Chronic Toxicity None known.

Carcinogenicity Contains no ingredient listed as a carcinogen.

Irritation No information available.

Sensitization No information available.

Reproductive Toxicity No information available.

Developmental Toxicity Oxygen deficiency during pregnancy has produced developmental abnormalities

in humans and experimental animals.

Synergistic Materials None known.

Target Organ Effects None known.

12. ECOLOGICAL INFORMATION

Ecotoxicity

The environmental impact of this product has not been fully investigated.

Ozone depletion potential; ODP; (R-11 = 1): Does not contain ozone depleting chemical (40 CFR, Part 82).

13. DISPOSAL CONSIDERATIONS

Waste Disposal Methods Do not attempt to dispose of residual waste or unused quantities. Return in the

shipping container PROPERLY LABELED, WITH ANY VALVE OUTLET PLUGS OR CAPS SECURED, AND VALVE PROTECTION CAP IN PLACE to ISOFLEX

USA for proper disposal.

14. TRANSPORT INFORMATION

DOT

Proper shipping name Helium, compressed

Hazard Class 2.2 Subsidiary Class None UN-Number UN1046

Description UN1046, Helium, compressed, 2.2

Emergency Response

Guide Number 121

TDG

Proper Shipping Name Helium, compressed

Hazard Class 2.2 UN-Number UN1046

Description UN1046, Helium, compressed, 2.2

MEX

Proper Shipping Name Helium, compressed

Hazard Class 2.2 UN-Number UN1046

Description UN1046, Helium, compressed, 2.2

IATA

UN-Number UN1046

Proper Shipping Name Helium, compressed

Hazard Class 2.2 ERG Code 2L

Description UN1046, Helium, compressed, 2.2

Maximum Quantity No information available.

for Passenger

Maximum Quantity No information available.

for Cargo Only

Limited Quantity No information available.

IMDG/IMO

Proper Shipping Name Helium, compressed

Hazard Class 2.2 UN-Number UN1046 EmS No. F-C, S-V

Description UN1046, Helium, compressed, 2.2

ADR

Proper Shipping Name Helium, compressed

Hazard Class 2.2 UN-Number UN1046 Classification Code 1A

Description UN1046, Helium, compressed, 2.2

15. REGULATORY INFORMATION

International Inventories

TSCA Complies
DSL Complies
EINECS / ELINCS Complies

Legend

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

EINECS/ELINCS - European Inventory of Existing Commercial Chemical Substances/EU List of Notified Chemical Substances

U.S. Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and *Title 40 of the Code of Federal Regulations*, *Part 372*.

SARA 311/312 Hazard Categories

Acute Health Hazard	No
Chronic Health Hazard	No
Fire Hazard	No
Sudden Release of	Yes
Pressure Hazard	

Reactive Hazard No

Clean Water Act

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

Risk and Process Safety Management Programs

This material, as supplied, does not contain any regulated substances with specified thresholds under 40 CFR Part 68. This product does not contain any substances regulated as Highly Hazardous Chemicals pursuant to the 29 CFR Part 1910.110.

Clean Air Act, Section 112 Hazardous Air Pollutants (HAPs) (see 40 CFR 61)

This product does not contain any substances regulated as hazardous air pollutants (HAPS) under Section 112 of the Clean Air Act Amendments of 1990.

CERCLA/SARA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material.

U.S. State Regulations

California Proposition 65

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

Massachusetts X
New Jersey X
Pennsylvania X
Illinois Rhode Island X

International Regulations

Canada

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all the information required by the CPR.

WHMIS Hazard Class: A compressed gas

16. OTHER INFORMATION

Prepared by ISOFLEX USA

P.O. Box 29475

San Francisco, CA 94129

Issuing Date 28-Aug-2011

Revision Date N/A

Revision Number 0

Revision Note Initial Release

NFPA Health Hazard 0

Flammability 0 Stability 0

Physical and

Chemical Hazards Simple Asphyxiant

HMIS Health Hazard 0

Flammability 0 Physical Hazard 3 Personal Protection -

Note: Ratings were assigned in accordance with Compressed Gas Association (CGA) guidelines as published in CGA Pamphlet P-19-2009, CGA Recommended Hazard Ratings for Compressed Gases, 3rd Edition.

General Disclaimer

For terms and conditions, including limitation of liability, please refer to the purchase agreement in effect between ISOFLEX USA (or any of their affiliates and subsidiaries) and the purchaser.

DISCLAIMER OF EXPRESSED AND IMPLIED WARRANTIES

Although reasonable care has been taken in the preparation of this document, we extend no warranties and make no representations as to the accuracy or completeness of the information contained herein, and assume no responsibility regarding the suitability of this information for the user's intended purposes or for the consequences of its use. Each individual should make a determination as to the suitability of the information for their particular purpose(s).

FORM BIS-711 FORM APPROVED UNDER OMB

U.S. DEPARTMENT OF COMMERCE

DATE RECEIVED (Leave Blank)

BUREAU OF INDUSTRY AND SECURITY CONTROL NO. 0694-0021, 0694-0093 Information furnished herewith is subject to the provisions of Section 12(c) of the Export Administration Act of 1979, as amended, 50 U.S.C. app 2411(c) and its unauthorized disclosure is prohibited by law. STATEMENT BY ULTIMATE CONSIGNEE AND PURCHASER 1. ULTIMATE CONSIGNEE **ADDRESS** COUNTRY LINE 1 **ADDRESS POSTAL TELEPHONE** LINE 2 CODE OR FAX 2. DISPOSITION OR USE OF ITEMS BY ULTIMATE CONSIGNEE NAMED IN BLOCK 1 We certify that the items: (left mouse click in the appropriate box below) Will be used by us (as capital equipment) in the form in which received in a manufacturing process in the country named in Block 1 and will not be Α. reexported or incorporated into an end product. Will be processed or incorporated by us into the following product (s) B. to be manufactured in the country named in Block 1 for distribution in Will be resold by us in the form in which received in the country named in Block 1 for use or consumption therein. C. The specific end-use by my customer will be_ Will be reexported by us in the form in which received to ___ D. П Other (describe fully) E. NOTE: If BOX (D) is checked, acceptance of this form by the Bureau of Industry and Security as a supporting document for license applications shall not be construed as an authorization to reexport the items to which the form applies unless specific approval has been obtained from the Bureau of Industry and Security for such export. 3. NATURE OF BUSINESS OF ULTIMATE CONSIGNEE NAMED IN BLOCK 1 A. The nature of our usual business is B. Our business relationship with the U.S. exporter is and we have had this business relationship for vear(s) 4. ADDITIONAL INFORMATION 5. ASSISTANCE IN PREPARING STATEMENT STATEMENT OF ULTIMATE CONSIGNEE AND PURCHASER We certify that all of the facts contained in this statement are true and correct to the best of our knowledge and we do not know of any additional facts which are inconsistent with the above statement. We shall promptly send a supplemental statement to the U.S. Exporter, disclosing any change of facts or intentions set forth in this statement which occurs after the statement has been prepared and forwarded, except as specifically authorized by the U.S. Export Administration Regulations (15 CFR parts 730-774), or by prior written approval of the Bureau of Industry and Security, we will not reexport, resell, or otherwise dispose of any items approved on a license supported by this statement (1) to any country not approved for export as brought to our attention by means of a bill of lading, commercial invoice, or any other means, or (2) to any person if we know that it will result directly or indirectly, in disposition of the items contrary to the representations made in this statement or contrary to Export Administration Regulations 6. SIGNATURE OF OFFICIAL OF ULTIMATE CONSIGNEE 7. NAME OF **PURCHASER** NAME OF SIGNATURE OF **PURCHASER OFFICIAL** NAME OF TITLE OF **OFFICIAL OFFICIAL** DATE (mmmm,dd,yyyy) TITLE OF **OFFICIAL** CERTIFICATION FOR USE OF U.S. EXPORTER - We certify that no DATE (mmmm,dd,yyyy) corrections, additions, or alterations were made on this form by us after the form was signed by the (ultimate consignee)(purchaser). SIGNATURE OF PERSON AUTHORIZED TO CERTIFY FOR EXPORTER 8. NAME OF

We acknowledge that the making of any false statements or concealment of any material fact in connection with this statement may result in imprisonment or fine, or both and denial, in whole or in part, of participation in U.S. exports and reexports.

Public reporting burden for this collection of information is estimated to average 15 minutes per response plus one minute for recordkeeping, including the time for reviewing instruments, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Director of Administration, Room 3889, Bureau of Industry and Security, U.S. Department of Commerce,

EXPORTER

NAME OF PERSON

SIGNING THIS DOCUMENT

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